

Hearing Date and Time: September 22, 2014 at 2:00 p.m. (EST)

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UNITED STATES BANKRUPTCY COURT
 EASTERN DISTRICT OF NEW YORK

In re	:	Chapter 11
	:	
Interfaith Medical Center, Inc., ¹	:	Case No. 12-48226 (CEC)
	:	
Reorganized Debtor.	:	

**WILLKIE FARR & GALLAGHER LLP'S RESPONSE TO OBJECTIONS TO ITS
 FINAL APPLICATION, AS COUNSEL FOR DEBTOR, FOR FINAL ALLOWANCE
 OF COMPENSATION FOR SERVICES RENDERED AND REIMBURSEMENT
 OF EXPENSES INCURRED (DECEMBER 2, 2012 THROUGH AUGUST 31, 2014)**

TO THE HONORABLE CARLA E. CRAIG,
 CHIEF UNITED STATES BANKRUPTCY JUDGE:

Willkie Farr & Gallagher LLP (“WF&G”), regarding its role as attorneys for the debtor and debtor-in-possession in the above-captioned case (the “Debtor” or “IMC”), submits this response to: (i) the Objection of the United States Trustee (the “U.S. Trustee”) to Final Applications for Compensation and Reimbursement of Expenses (“UST Objection” or “UST Obj.”) [Docket No. 1319], to the extent it relates to WF&G’s Fourth Interim and Final Fee Application [Docket No. 1249], and/or the supplements thereto [Docket No. 1255, 1311] (together, the “WF&G Fee Application”)²; and (ii) the Joinder and Limited Objection (“DASNY Objection” or “DASNY Obj.”) of the IMC Disbursing Trust for the benefit of the

¹ The last four digits of the Reorganized Debtor’s federal tax identification number are 6155. The Debtor’s mailing address is 1545 Atlantic Avenue, Brooklyn, New York 11213.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the WF&G Fee Application.

Dormitory Authority for the State of New York (“DASNY”) to the WF&G Fee Application [Docket No. 1323].

PRELIMINARY STATEMENT

Both objections to WF&G’s Fee Application focus on minor alleged infirmities and billing rates. In that sense, both objections miss the forest for the trees. Billable hours and billing rates are merely the means lawyers use to arrive at an appropriate fee for total services rendered. From that perspective, WF&G’s fee is reasonable. IMC’s chapter 11 case has been an extraordinary success and WF&G played a primary role in that achievement. Simply put, IMC ultimately reorganized because it was able to survive for over 18 months while New York State got its act together despite multiple changes in senior management and membership on IMC’s Board of Trustees and despite attacks from all sides, and WF&G was critical to IMC’s survival and ultimate successful reorganization. Yet, neither fee objection acknowledges WF&G’s excellent work or the late nights and weekends as well as the high stress on and emergency work performed by WF&G, whose value far offsets any alleged minor inadequacies. Further, neither objection acknowledges the numerous unique contributions by WF&G listed below that provided substantial additional economic value to IMC’s estate. This Court’s review of a fee application is not a zero sum game where an applicant only may be marked down from 100%. In effect, positive achievements count too. Accordingly, when viewed from a holistic perspective, rather than just by nitpicking, WF&G’s fees are fully justified.

In any event, the DASNY Objection is based on multiple false and misleading statements.

First, there is no basis for the legal holdings DASNY seeks, that: (a) upon crossing the East River to practice in Brooklyn, WF&G must reduce its billing rates; or (b) if

some law firms that became involved in this chapter 11 case have lower billing rates than the Debtor's law firm, then WF&G must lower its rates accordingly. Instead, the law is clear that Bankruptcy Courts respect market rates.

Second, DASNY is misleading regarding the beneficiaries of any professional fee reductions in this case. In response to each round of interim fee applications in this case, DASNY filed an Omnibus Objection that focused on the Debtor's not-for-profit hospital status and the fact the results of this case still were to be determined. Now, however, those two DASNY fee objections have been addressed. This complex case has been successfully resolved (with critical assistance from WF&G) and, at DASNY's insistence, under the Plan the Debtor will not bear the cost of the pending fee requests. Therefore, IMC's not-for-profit status should not be a factor. Nonetheless, DASNY still incorrectly harps on IMC's status. Further, DASNY has expanded it's tune to disingenuously suggest that distributions to IMC's unsecured creditors would be impacted by pending fee applications. As a practical matter, however, Plan distributions to IMC's unsecured creditors will not be affected by resolution of WF&G's fee application. Instead, only DASNY (and indirectly New York State) stands to gain from professional fee reductions.

Third, DASNY is totally misleading in saying WF&G has made "no material reductions" in its fees. DASNY Obj. ¶ 23. While DASNY concedes WF&G froze Mr. Lipkin's billing rate in mid-2013, DASNY ignores the resulting substantial WF&G fee concession of approximately \$165,000. Further, WF&G does not seek reimbursement of another approximately \$115,000 of fees incurred in defending WF&G and Mr. Lipkin from frivolous lawsuits brought by so-called IMC community representatives alleging (ironically) that WF&G had breached its duties to IMC by effectively representing DASNY in this case. That aggregate

of \$280,000 of unpaid WF&G fees roughly matches the percentage fee reductions DASNY accepted from Alston & Bird, CBIZ, and CohnReznick. Also, WF&G offered a further discount in settlement discussions with DASNY, which DASNY understood would be off the table once DASNY filed an objection to WF&G's fees based on false and misleading allegations. Moreover, DASNY did not even ask any of the remaining professionals retained in this case, whose fees aggregated millions of dollars, for a penny of fee reductions. Accordingly, DASNY's real objection is not that WF&G had neither made nor offered "material fee reductions", but that WF&G will not agree to percentage fee reductions higher than DASNY accepted from other professionals retained in this case.

Fourth, DASNY is misleading in suggesting that WF&G's Fee Application includes an inordinate amount of partner hours. See DASNY Obj. ¶ 31. In fact, WF&G's partner hours compare quite favorably with the other law firms involved in this case. WFG's partners hours represented only 41% of WF&G's total billable hours, while that percentage was far higher at most other firms, including DASNY's:

Alston & Bird LLP	59%
DiConza Traurig Kadish LLP	71%
Garfunkel Wild. P.C.	81%
Nixon Peabody LLP	40%
Winston & Strawn LLP ³	68%

Fifth, DASNY is misleading in arguing WF&G's fees incurred regarding fee applications were excessive. DASNY reached that conclusion only by inappropriately including in its numbers WF&G's fees spent on disputes regarding IMC's retention of Kurron, Gordian-

³ Winston's percentage is a close approximation as WF&G could not locate a few of Winston's nineteen monthly invoices for representing DASNY. Winston's monthly invoices are not attached here as they were not publicly filed, but the relevant redacted portions will be provided to the Court if requested.

Dynamis, Melanie Cyganowski, and ToneyKorf Partners, LLC as well as on multiple other tasks requested by the Debtor concerning it's professionals.

Sixth, DASNY even is disingenuous in having the Disbursing Trust file the objection to WF&G's fees when it is DASNY that is the true objector. As noted, DASNY would be the ultimate beneficiary of any professional fee reductions. Further, DASNY hand picked the Disbursing Trustee and DASNY's counsel also represents the Disbursing Trust. Moreover, any concerns regarding WF&G's fees have been communicated by DASNY personnel while the Disbursing Trustee has never spoken a word to WF&G about its fees.

The U.S. Trustee's Objection also is meritless as it relates to WF&G. The objections to purportedly vague or lumped time entries are incorrect and in any event, WF&G submitted annotated time sheets for any entry that possibly could be challenged. The objections to WF&G fees for preparing monthly fee statements are invalid because WF&G is entitled to be paid for work done solely due to U.S. Trustee or Court requirements and because WF&G would have needed to do the same work later to prepare fee applications (which fees the U.S. Trustee does not challenge). The objections to WF&G fees for responding to fee objections are inconsistent with applicable case law. The objection based on alleged duplication of work is misplaced because WF&G has been scrupulous in minimizing the number of attorneys involved in this case. The objection to WF&G's fees for seeking to avoid the appointment of a patient care ombudsman for IMC is inappropriate because such a motion was reasonable at the time. Not only did the Court have discretion to grant that motion, but there was supporting case law and IMC had legitimate concerns, which proved accurate, that the fees directly and indirectly allocable to the ombudsman would approach \$1 million without any corresponding benefit to IMC. The U.S. Trustee's objection to the amount of legal work handled by Mr. Lipkin is

unwarranted as there was ample justification for such senior partner involvement. Further, the percentage of total hours billed by WF&G's partners was significantly less than virtually every other law firm involved in this case (including DASNY's). Regardless, the approximately \$165,000 IMC saved from WF&G freezing Mr. Lipkin's billing rate midway through this case exceeds the aggregate reduction of WF&G's fees the U.S. Trustee arbitrarily requests based on his objection.

Consequently, DASNY's and the U.S. Trustee's objections to WF&G's fees should be overruled.

RESPONSE

I. THE DASNY OBJECTION IS MERITLESS

A. DASNY's Argument That WF&G's Fees Should Be Reduced To Benefit IMC Or Its Unsecured Creditors Is Based On False Premises Because DASNY And New York State Would Be The Only Beneficiaries Of Such A Reduction

1. Based on Plan provisions demanded by DASNY, DASNY (directly) and New York State (indirectly) would be the sole beneficiaries of any professional fee reductions in this case. See Plan § 7.5(b) ("any excess [in the Plan Reserves] shall become the property of DASNY's designee"). In contrast, IMC cannot receive any benefit from professional fee reductions. Thus, DASNY's Omnibus Objection filed in response to each round of interim fee applications in this case - that professional fees should be reduced because the Debtor is a not-for-profit hospital - has been addressed. See Docket Nos. 450, 749, 965. Accordingly, DASNY's misleading statements in its current objection suggesting that the Debtor's not-for-profit status remains a relevant factor should be ignored. See, e.g., DASNY Obj. ¶¶ 1, 23, 24.

2. Regardless, WF&G has been sensitive to the circumstances of this case. After the first interim fee applications were filed, WF&G attempted to negotiate with DASNY a fee discount applicable to all professionals, but DASNY refused to address the issue at that time.

Subsequently, rather than wait for the final fee hearing, WF&G proactively froze Mr. Lipkin's billing rate mid-way through this case, resulting in an aggregate fee reduction of approximately \$165,000.⁴ DASNY acknowledges WF&G's billing rate freeze, but not the substantial savings it generated. See id. ¶ 31. Additionally, WF&G offered a further fee reduction in settlement discussions with DASNY and the U.S. Trustee. Also, WF&G incurred (but does not seek reimbursement for) substantial fees (approximately \$115,000) for defending frivolous lawsuits brought by IMC community representatives.⁵ Meanwhile, only one other law firm and one financial advisor retained by a Court order in this case voluntarily capped its billing rate increase during this case and for each, that cap resulted in only modest fee reductions. Also, no other professional in this case has been sued or has incurred substantial legal defense fees.

3. Equally misleading is DASNY's reference to potential benefits to IMC's unsecured creditors from professional fee reductions. See DASNY Obj. ¶ 3. It is true that the Liquidating Trust would receive anything remaining in the \$2 million Backstop Reserve set up under the Plan plus an aggregate of up to \$1 million left in other Plan Reserves, but there is no realistic chance that any professional fee reductions would be necessary for the full amount of such distributions to occur. To start, the full \$2 million in the Backstop Reserve remains and is unlikely to be touched. Meanwhile, the Professional Fee Reserve alone will have over \$1 million left after all pending fee applications are paid whether or not WF&G's Fee Application is allowed in full. Further, there is another \$1.7 million in a separate Indemnification Reserve that should remain untouched because the Plan and Confirmation Order release and enjoin any

⁴ This amount is slightly higher than the amount referenced in WF&G's Fee Application because it includes the time from July 1, 2014 into September 2014, during which the billing rate freeze continued.

⁵ WF&G acknowledges it is not entitled to indemnification from IMC for WF&G's litigation defense costs. However, whether or not there is an alternative basis for reimbursement of such fees, WF&G's point is that there is no question those \$115,000 of litigation fees represent fees incurred by WF&G that will not be paid.

further actions against IMC's officers and directors and because certain IMC officers have separate indemnities from Reorganized IMC. Additionally, the other Plan Reserves (which aggregate almost \$30 million and listed in Exhibit A hereto) each were established based on conservative estimates. Hence, while there might be a few individual claims to be paid from some of such Reserves that end up being liquidated in amounts higher than expected, overall any such amounts will be more than offset by the millions of dollars of excess funds in the Reserves. Consequently, the only beneficiary of additional professional fee reductions would be DASNY (and New York State).

4. Yet, it would be incredibly unfair to penalize any professional to generate such excess funds for DASNY and New York State as they bear far more responsibility than any other party for the aggregate amount of professional fees in this case. Just by way of example, actions by DASNY, the New York State Department of Health ("DOH"), and other New York State parties that substantially increased professional fees in this case include the following:

- Rather than agree to a long term cash collateral arrangement for IMC, DASNY insisted on negotiation and court approval of a new cash collateral order almost every month.
- Multiple times DASNY negotiated with IMC, but then withdrew, debtor-in-possession financing arrangements for IMC.
- DOH ultimately refused to approve Kurron's contract with IMC on the basis no such management agreement with a New York State hospital was permissible even though DOH previously had approved similar contracts between Kurron and IMC and even though just months later DOH approved a similar management agreement between IMC and ToneyKorf Partners LLC.
- During virtually the entire first eight months of this case, DOH personnel were otherwise occupied or critical DOH positions remained unfilled so that IMC could obtain little guidance on what type of restructuring would be acceptable to New York State representatives.
- DASNY and DOH required IMC to enter into a Memorandum of Understanding with Brooklyn Hospital, but then failed to provide Brooklyn

Hospital with promised due diligence funding. Hence, the major effort to obtain approval of that MOU was wasted.

- DASNY and DOH repeatedly changed their positions on whether IMC's hospital should remain open or closed (which also cost IMC substantial operating revenues due to uncertainty about its future) and on when IMC should have a Temporary Operator installed.
- DOH repeatedly asked for last minute adjournments of Bankruptcy Court hearings after all parties had prepared and even were present.
- DASNY negotiated and then reneged on a Plan settlement with the Creditors' Committee resulting in an expensive confirmation fight until DASNY restored most of the economics of the original deal.

Such problems even continued after the Plan's Effective Date, as DASNY's counsel rejected professionals' requests for the Disbursing Trust to pay post-Effective Date fees related to Fee Claims despite an express Confirmation Order provision requiring such payments. See Confirmation Order ¶ 50 ("the Disbursing Trust shall be responsible for the fees, costs, and expenses associated with the prosecution and defense of such Fee Claims."). Accordingly, those professionals (and the Estate) were forced to incur the additional cost of preparing supplemental fee applications.

5. Accordingly, the beneficiary of any professional fee reductions would be DASNY and not IMC, which fact does not justify reducing professional fee awards in this case.

B. DASNY's Argument WF&G Is Not Providing Meaningful Fee Reductions Comparable To Other Professionals Is False And Misleading

6. Most of the professionals retained in this case are not now being asked to make any fee reduction whatsoever by DASNY or the U.S. Trustee (except for de minimis reductions requested by the U.S. Trustee from certain firms). Instead, only four firms, Alston & Bird, CBIZ, CohnReznick, and WF&G, were requested by DASNY (and the U.S. Trustee) to make material fee concessions. Alston, CBIZ, and CohnReznick each settled with DASNY for a 5% fee reduction from their fees accrued through June 19, 2014. Also, Alston and CohnReznick

each previously waived approximately \$40,000 of fees based on certain billing rate caps, while CBIZ never applied a billing rate cap and, therefore, waived nothing further. The U.S. Trustee then accepted each of those settlements and requested nothing more.

7. As demonstrated by the DASNY Objection's request for a 15% WF&G fee reduction from fees accrued through a later date (September 2014) – in addition to the more than 3% reduction (\$165,000) already granted by WF&G's voluntary billing rate freeze and the more than 2% of additional fees (\$115,000) WF&G incurred in defending against frivolous IMC litigation and will not be paid, DASNY seeks a far greater percentage fee reduction (over 20%) from WF&G than from the other three firms from whom concessions were sought. Meanwhile, no explanation has been provided for why no fee concessions have been sought from any of the remaining professionals retained in this case, whose fees aggregate many millions of dollars. There is also little clarity as to why fee concessions of 5% or so were acceptable from Alston, CBIZ, and CohnReznick, but not from WF&G, particularly as the combined fees of the two Committee professionals exceed 50% of the likely total distributions to unsecured creditors in this case and, unlike WF&G, CohnReznick has ongoing roles in this case as financial advisor to the Disbursing Trust and IMC.

8. Presumably, DASNY's rationale is that WF&G's aggregate fees and billing rates are higher than these of other firms. See DASNY Obj. ¶¶ 24-28. Yet, aggregate fees cannot be an adequate rationale because they just reflect that as Debtor's counsel, WF&G did that much more work. Further, because the fee reductions are being requested on a percentage basis, WF&G's larger fee request means that the same percentage reduction would be a proportionately larger dollar amount. Moreover, the DASNY Objection fails to: (a) question the quality of WF&G's work; (b) specify any objectionable task performed by WF&G (other

than certain fee application work addressed below); or (c) challenge the conclusion that this case has been a resounding success in which WF&G played a major beneficial role.

9. DASNY's billing rate objection is equally flawed. Established bankruptcy law is that lawyers are entitled to the same fees in chapter 11 cases as they would charge outside of chapter 11. See In re Ames Dep't Stores, Inc., 76 F.3d 66, 71 (2d Cir. 1996) (recognizing Congressional intent that "compensation in bankruptcy matters be commensurate with the fees awarded for comparable services in non-bankruptcy cases.") (internal citation omitted), *abrogated on other grounds by Lamie v. U.S. Trustee*, 540 U.S. 526 (2004); Fibermark, 349 B.R. at 395 ("Therefore, in certain circumstances, the Court may approve the retention and compensation of professionals that charge a greater amount than is common in this District, so long as the professional's billing rate is comparable to fees and rates charged by comparably skilled professionals in non-bankruptcy cases."). Certainly, there is no legal support for DASNY's implied propositions that crossing the East River into Brooklyn or having firms with lower billing rates involved in a chapter 11 case mandate reductions in a debtor's law firm's billing rates.⁶

10. Besides, WF&G's fees in this case are substantially less than WF&G would charge to a client outside of chapter 11. First, Mr. Lipkin's billing rate was frozen during 2013, resulting in approximately \$165,000 less in fees. Second, WF&G did not bill

⁶ Meanwhile, DASNY's reference to Mr. Neier's discounted billing rate for Winston & Strawn's bills for representing DASNY in this case is inappropriate as a reference point because it would be akin to a comparison of apples and oranges. See DASNY Obj. ¶ 26. First, Winston voluntarily provided DASNY with a fee discount as a regular, recurring client from whom Winston hopes to obtain future retentions. In contrast, WF&G's representation of IMC was a one-time event and WF&G agreed to no such discount with IMC. Moreover, Winston leveraged its DASNY representation into also representing the Disbursing Trust for substantial additional fees, while WF&G has no continuing role in this case. Second, as Winston was not retained by Court order, Winston suffered none of the inherent fee discounts and risks that WF&G experienced as a retained chapter 11 professional. Instead: (a) Winston was paid monthly with no delay or holdback; (b) Winston did not lose fees and expenses not permitted by U.S. Trustee guidelines; and (c) Winston's fees were not subject to risks from fee application objections or the inability of the Debtor to pay (which was a significant risk in this case). Third, unlike WF&G, Winston did not have the "privilege" of being sued in connection with this case.

approximately \$20,000 of fees and expenses WF&G typically charges, but were prohibited by U.S. Trustee Guidelines. Third, due to the Court orders on interim fee payments [Docket Nos. 490, 765, 1014], WF&G's 80% monthly payments typically were delayed by two additional months pending objections and WF&G's 20% hold back was deferred an average of almost one year. As a result, even at a conservative interest rate, the effective cost to WF&G exceeded \$40,000.⁷ All those factors aggregate to over a 4% discount from standard rates. Additionally, WF&G did not seek (and in any event will not receive) payment of approximately \$115,000 of fees WF&G incurred in defending frivolous lawsuits brought by purported representatives of IMC's community. Hence, in terms of the amount and timing of payments, WF&G already will experience the equivalent of an aggregate of over 6% unpaid fees. Consequently, there is simply no basis to treat WF&G worse than the other three firms nominated for fee reductions, let along all of the remaining professionals from whom absolutely no fee reductions are now being requested.

C. DASNY's Objection Totally Fails To Acknowledge Or Factor In The Enormous Success Of This Case And WF&G's Multiple Achievements In That Regard

11. Notably, DASNY's Omnibus Fee Objections filed in response to each round of interim fee applications in this case focused on this case's alleged limited complexity and the fact the case's outcome was then undetermined. See Docket Nos. 450, 749, 965; see, e.g., Docket No. 965 ¶ 2 ("The [Fee] Applications reflect rates charged and amounts of time billed that appear excessive in light of the nature of the Debtor, its business, and the relative complexity and lack of progress in the Debtor's bankruptcy case"). Now, however, it is clear how complex and challenging this case became and how successful the outcome has been. Yet,

⁷ WF&G acknowledges that the fees and costs lost due to U.S. Trustee guidelines and the interest lost due to delayed fee payments are not voluntary fee reductions. Nevertheless, those factors remain valid partial responses to challenges to WF&G's billing rates.

DASNY conveniently has forgotten that such factors had represented DASNY's standard for awarding full fees.

12. Similarly, DASNY ignores WF&G's high level of performance in this case. Yet, in awarding professional fees in a chapter 11 case, "the court necessarily considers the quality of the services rendered." In re Tribeca Market, LLC, Case No. 13 Civ. 7625 (KPF), 2014 BL 241775, at *13-14 (S.D.N.Y. Sept. 2, 2014) (emphasis added). WF&G's billing rates take into account the quality of the services provided to the Debtor during a particularly challenging – bet the company - chapter 11 case in which WF&G constantly was on the front lines. And ultimately this case – to a significant extent due to WF&G's efforts – led to a highly successful reorganization for IMC, the continued provision healthcare in the Debtor's community, and substantial recoveries for IMC's creditors (including DASNY).

13. Significantly, DASNY does not question the quality of WF&G's services, that this case has been a highly successful, or that WF&G played a significant role in that success. Additionally, DASNY fails to acknowledge any of the numerous achievements in this case generated by WF&G that benefited the Estate, including the following:

- the \$825,000 settlement of the Lovett/Holmes preference action
- the almost \$150,000 refund IMC received related to the Lawrence claims
- the hundreds of thousands of dollars of concessions obtained from the Max Group
- the hundreds of thousands of dollars saved by substantially limiting the Creditors' Committee's extremely broad Rule 2004 and confirmation objection discovery requests.
- the substantial economic benefits from the strategy developed by WF&G to deal with the East Building landlord (1545 Atlantic)
- the facilitation of multiple settlements (such as with the IM Foundation, the Creditors' Committee, the PBGC, Medline, the Ad Hoc Group of

Doctors and the Committee of Interns and Residents) in connection with confirmation of the plan.

If anything, therefore, such unique and overall accomplishments by WF&G warrant a lower or no fee discount by WF&G. Certainly, however, WF&G's accomplishments demonstrate there is no basis to treat WF&G worse than other professionals.

D. DASNY's Objection To The Number Of Hours Billed By WF&G's Senior Partner Is Flawed

14. DASNY complains that some work done by Mr. Lipkin should have been handled by another WF&G partner with a lower billing rate. See DASNY Obj. ¶ 28. Notably, DASNY fails to identify a single such task or explain why Mr. Lipkin did not handle any matter efficiently. Instead, DASNY's entire objection relies on Mr. Lipkin's billing rate.

15. DASNY's argument is baseless. First, the DASNY Objection fails to acknowledge that Mr. Lipkin's billing rate was frozen during the case, saving the estate approximately \$165,000, which alone should address DASNY's objection. Second, the DASNY Objection fails to acknowledge that WF&G partner hours represent only 41% of WF&G's total billed hours in contrast to an average percentage of approximately 65% for partner hours of other firms involved in this case (including approximately 57% by DASNY's attorneys). Thus, WF&G's overall work allocation to lower billing rate non-partners again more than addresses DASNY's objection. Third, the DASNY Objection fails to acknowledge the inherent efficiencies (and substantial savings) from having fewer attorneys handle more matters in a case. In effect, by centralizing IMC work at WF&G with Mr. Lipkin (and Ms. Burns), IMC saved substantial fees over what would have occurred with more bankruptcy attorneys needing to be in the loop on many matters. Fourth, the DASNY Objection fails to acknowledge the unique circumstances of this case that required extensive senior partner involvement and continuity. Due in part to the decisions of DASNY and DOH, IMC's senior management changed three

times during this 19 month case. Further, IMC's Board membership also changed multiple times. Also, this was a high stakes/bet-the-company case with incredibly high tensions among IMC's Board, management, community, unions, doctors, DASNY, DOH, the IM Foundation, the Creditors' Committee, and other key parties. Additionally, there was continuous involvement of a single senior partner for each other central player in this case that mandated the continued active involvement of WF&G's senior partner (e.g., Mr. Neier for DASNY, Mr. Bunin for the Committee, Mr. Labov for the Ad Hoc Group of Doctors, Mr. Simpson for the IM Foundation, and Ms. Hepner, Mr. Rosen, and Mr. Brofman for the three unions). Indeed, DASNY fails to explain why it is acceptable for Mr. Neier's billed hours to represent approximately 57% of Winston's total hours, but not acceptable for Mr. Lipkin's hours to be a far lower percentage (38%) of WF&G's billed hours. Regardless, each such factor necessitated substantial and continued involvement by WF&G's senior partner.

**E. DASNY's Objection Mischaracterizes
The Time WF&G Spent On Fee Requests**

16. DASNY incorrectly asserts WF&G "incurred over \$438,149.50 in fees in connection with the retention and fee applications of WF&G, CohnReznick and Donlin Recano." DASNY Obj. ¶ 29 (emphasis added). First, none of the referenced fees, which were billed in WF&G's matter No. 9, concerned WF&G fee applications. Instead, such fees were incurred for the following legitimate and substantive tasks and related hearings, among others:

- Motion for approval of ordinary course professionals retention arrangement.
- Motion to retain Kurron and the related extensive dispute, appeal, and settlement.
- Motion to retain John Leech as CRO and Gordian-Dynamis and the related dispute.
- Motion to expand the retention of Gordian-Dynamis and the related dispute.

- Applications to retain Ernst & Young, Garfunkel Wild, Nixon Peabody, Donlin Recano, CohnReznick, and WF&G.
- Coordination of dissemination of information to and among the Debtor's professionals and other Court retained professionals in this case.
- At the Debtor's request, review of monthly fee statements and periodic fee applications of the other professionals retained in this case and related follow-up when appropriate.
- Attempt after the first fee applications were filed to coordinate a global resolution on fee objections, but that effort was not accepted by DASNY or the U.S. Trustee.

Accordingly, contrary to DASNY's contention, all of such WF&G fees were appropriate and none relate to WF&G's fee applications.

17. Equally flawed is DASNY's questioning of WF&G's fee request in matter 10 for "\$136,409 in connection with the preparation, filing, and defense of the WF&G Fee Application." While those fees include the work DASNY identifies, such fees also include the following additional tasks and related hearings, among others:

- Preparation and filing of WF&G's first, second, and third interim fee applications.
- Preparation and filing of responses to objections to WF&G's fee applications.
- Communications with DASNY early in the case seeking to address any concerns about WF&G's fees.

Hence, once again, all of those tasks were perfectly appropriate and the amount of such fees is reasonably proportional to WF&G's total fees in this case, i.e., about 2%.

18. Also, DASNY objects to "over \$15,000 of fees [that] were incurred by a bankruptcy practice coordinator and litigation project coordinator" as being ministerial. DASNY Obj. ¶ 30. DASNY's Objection is rather surprising as these low cost professionals should be exactly who DASNY wants to do work in light of DASNY's billing rate concerns. Regardless, all such fees were appropriate (and some of such fees duplicate fee application related fees to

which DASNY separately objects). As to the bankruptcy professional, her work was critical to many tasks, such as to preparation of fee statements and fee applications and development of related information required by this Court and the U.S. Trustee as well as to respond to a myriad of creditor inquiries such as after bar date notices. Such work is not “overhead” because it only needed to be done because WF&G was a retained professional and would not have been done for a non-debtor client. Correspondingly, the referenced litigation professional was critical to save the Debtor’s Estate substantial fees and costs in connection with the massive Rule 2004 and confirmation litigation discovery sought by the Creditors’ Committee. Thus, these professionals did work that could not be deemed “overhead” and saved IMC’s Estate substantial fees.

19. Accordingly, DASNY’s objections to fee related work done by WF&G have no merit.

II. THE UST OBJECTION IS MERITLESS

A. WF&G’s Time Entries Contain Sufficient Detail Regarding Services Performed

20. The UST Objection attaches copies of several WF&G time entries that the U.S. Trustee asserts are too “vague” or inappropriately lumped. See UST Obj., pp. 14, Exh. A. Vagueness objections and related attachments also were included in two of the U.S. Trustee’s prior objections to WF&G’s interim fee applications. [Docket Nos. 449, 951]. In the aggregate the U.S. Trustee has objected to approximately \$79,000 of WF&G’s fees on those bases.

21. Yet, now, as before, WF&G’s challenged time entries are sufficiently detailed when reviewed in the context of the specific matter within which such entries are included. For example, if an attorney is handling incoming creditor calls with multiple questions about the nature of the chapter 11 case, it would be superfluous to list each such question addressed. Additionally, if a legal assistant works to file WF&G’s reply to several objections for an omnibus hearing and the public record reflects all matters on the calendar for that hearing, it

would be superfluous to list each pleading filed. Moreover, to avoid extensive redactions to its publicly filed time records (and the related fees to redact), WF&G's time entries could not be overly specific. Accordingly, the U.S. Trustee's vagueness objections lack merit.

22. Nevertheless, as was done in WF&G's prior responses to the U.S. Trustee's fee objections, [Docket Nos. 463, 752, 968], annexed hereto as Exhibit B are amplifications of certain of the challenged time entries from the Fourth Application Period to further assist the U.S. Trustee and the Court in evaluating them. Notably, the UST Objection fails to acknowledge that WF&G previously supplemented such interim time entries in its responses to the U.S. Trustee's prior fee objections. Such supplements should have resolved any concerns of the U.S. Trustee, but the U.S. Trustee has not yet withdrawn his prior objections. Regardless, and particularly in light of WF&G's responsive filings, the U.S. Trustee's vagueness and lumping objections should now be overruled, even if a few had a legitimate basis when filed.

B. WF&G Attorneys Did Not Engage In Unnecessary Duplication Of Effort

23. In the U.S. Trustee's objection to WF&G's first interim fee application [Docket No. 449], which objection is included by reference in the UST Objection, the U.S. Trustee complained that too many WF&G professionals attended a few unspecified hearings or reviewed unspecified documents. Arbitrarily, the U.S. Trustee sought a \$20,000 fee reduction based on that allegation.

24. In fact, WF&G minimized the number of attorneys attending hearings and generally handling this case. Indeed, one of DASNY's main objections is that two WF&G attorneys, Ms. Burns and Mr. Lipkin, handled too high a percentage (over 60%) of IMC's representation by WF&G. See DASNY Obj. ¶ 25. Also, with multiple matters heard on omnibus hearing dates, sometimes it was more cost effective to have the attorney primarily responsible for a specific matter present a matter to the Court (and be prepared for related

questions and negotiations at the courthouse) rather than have a single attorney get fully up to speed on all matters on the calendar. As to WF&G's review of documents, again that was done in a cost efficient manner calculated to balance keeping all attorneys involved in the case up to speed while minimizing costs. Accordingly, the U.S. Trustee's duplication of effort objection is baseless.

C. WF&G's Time Charges For Fee Statement Related Work Are Appropriate

25. The U.S. Trustee objects to WF&G's time charges for preparing monthly fee statements as non-compensable "overhead" and for work responding to fee objections. In combination, the U.S. Trustee's objections to such WF&G charges in the U.S. Trustee's four objections aggregate approximately \$80,000. Such objections are unfounded and should be overruled.

26. As WF&G's time detail reflects, the challenged fee statement work did not include preparation of invoices in the format usually provided to WF&G's non-debtor clients, but only included incremental work made necessary by the U.S. Trustee guidelines, Court orders, and other legal requirements (such as to redact privileged material). As that work solely was required for bankruptcy billing purposes, the corresponding fees should be allowed. Further, if that incremental work had not been performed in connection with monthly fee statements, then WF&G still would have incurred the same fees when preparing WF&G's Fee Application (and the U.S. Trustee has no objection to fees incurred to prepare fee applications).

27. Another portion of the U.S. Trustee's fee work objection concerns WF&G's assistance serving and coordinating the Debtor's other professionals' monthly fee statements in order to save the estate incremental costs associated with multiple packages being sent to a service party and other duplicate efforts. This work was done at the Debtor's request because the alternative would have been higher fees for each of the Debtor's professionals to

fend for itself. Hence, WF&G's efforts actually saved the Debtor money. Accordingly, the UST Objection should be overruled in this respect and WF&G's fees for monthly fee statement preparation and service should be allowed in full.

28. The U.S. Trustee also contends that WF&G's fees incurred in connection with responding to and successfully defending against the U.S. Trustee's objections to WF&G's fee applications are not compensable.⁸ To the contrary, courts allow professionals to be compensated for defeating objections to their fee applications. See, e.g., In re Worldwide Direct Inc., 334 B.R. 108, 112 (D. Del. 2005) (citing multiple cases in which fees incurred in successfully defending against fee objections were allowed and noting that to disallow such fees "would be to provide an unhealthy incentive for persons opposed to professional fees to mount spurious objections as a means of extracting fee reductions").

29. The U.S. Trustee's position is not even supported by the cases he cites. In St. Rita's, counsel was seeking fees in connection with an objection interposed by the debtor, the counsel's own client. See In re St. Rita's Associates Private Placement, L.P., 260 B.R. 650, 650-51 (Bankr. W.D.N.Y. 2001). As the client/debtor had interposed the objection, the court applied the general rule that each side should bear the cost of its own counsel and found the professional's fees did not benefit the estate. That is not the situation here, however, as the Debtor consistently supported allowance of WF&G's requested fees and the Court ultimately approved each of WF&G's interim fee applications in full.

30. In Fibermark, also cited in the UST Objection, the challenged fee applications had multiple deficiencies and did not conform to applicable guidelines and orders. See In re Fibermark Inc., 349 B.R. 385, 401-413 (Bankr. D. Vt. 2006). Due to certain of those

⁸ WF&G also incurred fees and expenses associated with assisting other professionals in drafting, filing, and serving their responses to the U.S. Trustee's objection to certain of such professionals' fee applications. Such fees and expenses should be allowed for the same reasons.

errors, the Court disallowed compensation to one firm for time spent preparing monthly fee statements, and compensation to another firm for time spent supplementing its inadequate fee application. See id. at 410; 405-06. However, the Court did not establish a *per se* rule that successful defense of an appropriate fee application is not compensable. Accordingly, the UST Objection should be overruled and WF&G's fees for responding to and defending against the U.S. Trustee's objections to WF&G's interim fee applications should be allowed in full.

D. WF&G Allocated Work Appropriately

31. The U.S. Trustee alleges WF&G's representation of the Debtor resulted in excessive costs based on the fact that a senior partner's fees comprised a substantial proportion of the total fees sought by WF&G. Notably, the U.S. Trustee does not specify a single time entry of that partner (Mr. Lipkin) as constituting an inappropriate task. Further, this argument is inconsistent with the U.S. Trustee's earlier objection concerning the number of WF&G attorneys at certain hearings. In effect, as WF&G's lead attorney would attend any significant hearing, his initial involvement in certain matters saved money at the ultimate hearings. Moreover, each time the U.S. Trustee raised that objection, he asserted the same arbitrary amounts for such purported "unnecessary" fees (i.e., \$50,000 for each of the second, third, and fourth fee application periods) to seek a total fee reduction of \$150,000. Notably, WF&G's \$165,000 voluntary fee reduction based on freezing Mr. Lipkin's billing rate was made after most of the U.S. Trustee's fee objections were filed and, therefore, was not considered by the U.S. Trustee when making those objections.

32. In fact, WF&G's work allocation substantially reduced the Debtor's fees. WF&G delegated work that could be handled by other firms to IMC's special counsel for corporate, regulatory, labor, and PBGC matters. As to legal work handled by WF&G, in certain instances, it was more efficient for a single attorney to handle a matter to avoid the fees incurred

in multiple revisions of draft documents, intra-office conferences (which the U.S. Trustee has objected to in connection with certain other professionals' fee applications), and the time and expense that might accompany efforts to coordinate work among multiple professionals. In addition, as the U.S. Trustee is well aware, there was significant activity in this case (including Board meetings, negotiation of closure plan issues, negotiation of settlements of numerous disputes, development of and revision to the Plan and Disclosure Statement, and preparing for the confirmation hearing) that has required advice to the Debtor's board and management on sensitive and politically-charged issues. Regarding these matters, the Debtor required and was benefitted by receiving timely expertise directly from a seasoned professional. Also, on virtually all significant matters in this case, WF&G has been required to interact primarily, if not exclusively, with relatively senior partners at other firms. See, e.g., Preliminary Statement and paragraph 34 below for the far higher percentages of partner time at other firms involved in this case than by WF&G. Further, the nature of a chapter 11 case involves numerous time-sensitive matters in which there often is not sufficient time to first delegate work to a junior associate and then have it reviewed and revised by a partner. Instead, it often is more time efficient and cost effective to have the partner handle the matter from the outset.

33. Indeed, most clients demand more, not less, partner involvement and believe partner work is where the client gets the best economic value. In contrast, clients sometimes question fees for junior associate work in terms of value. Hence, the U.S. Trustee (and DASNY) have this issue completely backwards.

34. Further, most firms retained in this case had a percentage of partner hours much higher than WF&G: (a) partners at Alston & Bird LLP billed 59% of that firm's total hours; (b) partners at DiConza Traurig Kadish LLC billed 71% of that firm's total hours; and (c)

partners at Garfunkel Wild billed 81% of that firm's total hours. Even DASNY's law firm, Winston & Strawn, had approximately 68% of its hours billed by partners. In contrast, partners at WF&G billed only 41% of WF&G's total hours.

35. Regardless, the U.S. Trustee has provided no valid basis for reducing WF&G's fees based on the number of hours billed by Mr. Lipkin. Moreover, even if the U.S. Trustee had a legitimate objection, the \$150,000 reduction requested by the U.S. Trustee is more than covered by the approximately \$165,000 saved due to WF&G voluntarily freezing Mr. Lipkin's billing rate during this case.

E. The Debtor's Motion Seeking To Avoid Appointment Of A Patent Care Ombudsman And The Debtor's Response To The Ombudsman's First Report Were Reasonable And Appropriate

36. The U.S Trustee also challenges WF&G's fees incurred in seeking an order determining that no patient care ombudsman ("Ombudsman") need be appointed in this case (approximately \$20,000) and in preparing a response to the Ombudsman's first interim report (approximately \$17,000). In both instances, WF&G's fees were reasonable.

37. The U.S. Trustee previously conceded that a professional need not prevail on a motion in order to be entitled to compensation for the related work, but that such work only need be "reasonable at the time". See Docket No. 449, p. 16. Here, although the Debtor did not prevail on its Ombudsman motion, the Debtor's position was reasonable. First, contrary to the U.S. Trustee's allegation that appointment of the Ombudsman was "required by Statute", this Court had discretion to determine otherwise. Second, there is substantial case law precedent for such a ruling in similar circumstances.⁹ Third, as predicted by IMC, the Ombudsman and its

⁹ See, e.g., In re North Shore Hematology-Oncology Associates, P.C., 400 B.R. 7, 12-13 (Bankr. E.D.N.Y. 2008) (finding appointing of patient care ombudsman for the debtor unnecessary based primarily on: (i) debtor's internal monitoring programs; (ii) the adequate of the existing complaint process; (iii) the small number of complaints over the previous fourteen months; and (iv) the oversight of the New York State Department of Health); In re William L. Saber, M.D., P.C., 369 B.R. 631, 637-38 (Bankr. D.

counsel incurred almost \$400,000 in direct fees and expenses during this case, and probably at least that amount again was incurred by the Debtor for the numerous hours the Debtor's management had to interact with the Ombudsman and for time spent by other professionals interfacing with the Ombudsman. Meanwhile, there is no tangible evidence the Ombudsman's services added corresponding value to the Debtor's estate. Hence, regardless of the denial of IMC's motion, there is no question that the Debtor's efforts through WF&G to seek to avoid almost \$800,000 of Ombudsman related fees were reasonable, particularly in light of IMC's cash crunch during most of this case.

38. Correspondingly, WF&G's fees incurred in reviewing and addressing the Ombudsman's first report were critical to the Debtor. WF&G's efforts resulted in substantial revisions and corrections to that report at a highly sensitive time for IMC, when public filing of inaccurate information could have harmed IMC severely. Also, such efforts helped educate the Ombudsman so it could perform its role. Consequently, WF&G's fees incurred concerning the Ombudsman should be allowed in full.

39. Thus, not only are the U.S. Trustee's objections invalid, but they have been largely addressed. The \$165,000 in savings from WF&G's billing rate freeze exceeds the \$150,000 reduction the U.S. Trustee seeks regarding Mr. Lipkin's billed hours. Also, the annotated time entries WF&G filed should resolve any potential vagueness or lumping issues the U.S. Trustee raised in its objection seeking an aggregate of \$79,000 in further fee reductions. Consequently, the U.S. Trustee's request for an approximately \$360,000 fee reduction is unjustified.

Colo. 2007) (finding appointment of patient care ombudsman unnecessary as: (i) bankruptcy was not precipitated by concerns relating to patient care or privacy matters; (ii) the financial difficulties during bankruptcy were unlikely to impair the debtor's ability to provide quality medical care; and (iii) the debtor was experienced and in good professional standing); *In re Total Woman Healthcare Ctr., P.C.*, No. 06-5200, 2006 WL 3708164, at *1-3 (Bankr. M.D. Ga. Dec. 14, 2006) (declining to appoint an ombudsman because, among other things, patients had not been adversely affected by the bankruptcy filing).

III. UPDATES TO WF&G'S FEE APPLICATION

40. The WF&G Fee Application [Docket No. 1249] seeks: (a) interim allowance of compensation for professional services rendered and reimbursement of expenses incurred during the Fourth Application Period in the amount of \$1,637,668.32, which includes:

- (i) compensation of \$1,617,615.00 in fees for services rendered to the Debtor, and
- (ii) reimbursement of \$58,887.61 in actual and necessary expenses. Those amounts included:

(a) 20% of WF&G's fees that were "held back"; and (b) the total amounts requested in connection with WF&G's May Fee Statement (i.e., \$451,930.59) and June Fee Statement (i.e., \$254,298.74).¹⁰

41. Since then, WF&G received 80% of the total fees and 100% of the expenses requested in connection with the May Fee Statement and June Fee Statement. Accordingly, the total unpaid amount now due WF&G is \$1,129,617.79, representing: (a) 20% of WF&G's fees that have been "held back" for the period December 2, 2012 through June 19, 2014 (i.e., \$1,067,748.90); (b) the total amounts requested for fees billed post-June 19, 2014 through August 31, 2014, in connection with WF&G's Matter 9 (Retention of Professionals – Application, Preparation) (i.e., \$9,288.41) and Matter 10 (Fee Application Preparation and Defense (i.e., \$27,580.48); and (c) fees and disbursements of approximately \$25,000, incurred or to be incurred by WF&G since September 1, 2014, associated with the prosecution and defense of Fee Claims, including the preparation and filing of this response, settlement efforts, and participation in the September 22, 2014 hearing. The final amount awarded to WF&G would be reduced by application of WF&G's \$327,878.67 retainer.

¹⁰ The WF&G Fee Application incorrectly stated WF&G's "held back" fees of \$744,225.90 included "held back" fees through April 30, 2014. In fact, that amount only included held back fees accrued through January 31, 2014.

CONCLUSION

WHEREFORE, WF&G respectfully requests that the Court enter an order granting in full the WF&G Fee Application as updated herein, including all post June 19, 2014 Fee Claim related fees and expenses, and granting WF&G such other and further relief as might be just or proper.

Dated: September 19, 2014

WILLKIE FARR & GALLAGHER LLP

By: /s/ Alan J. Lipkin
Alan J. Lipkin
Anna C. Burns

787 Seventh Avenue
New York, New York 10019
(212) 728-8000

Pro Se

Exhibit A**Plan Reserves**

The Reserves set up under the Plan (in thousands) include the following:

Total Administrative Claims (other than Post Petition Medical Malpractice and Fee Claims)	\$12,100
Post-Petition Medical Malpractice Claims	3,900
Fee Claims	4,900
Priority Claims (non-tax)	4,300
Priority Claims	600
Other Secured Claims	700
East Building Class 5 Claims	1,300
U.S. Trustee Fees	120
D&O Indemnification Account (after payment of additional Tail Insurance cost)	1,700
Disbursing Trust Fees and Expenses (including Professionals' Fees)	2,000
Backstop Reserve	<u>2,000</u>
	\$33,620

Confirmation Order, Exh. 5.

Exhibit B

Supplemented Time Records

MATTER TIME DETAIL

Run Date & Time: 7/18/2014 1:11:04PM
 Client: 120157 INTERFAITH MEDICAL CENTER
 Matter: 00002 CASE ADMINISTRATION
 Currency: USD

Worked 02/01/2014 Thru 05/31/2014
 Billing Partner: LIPKIN A J
 Matter Type: BANKRUPTCY

For Acct
Only

Id	Name	Title	Work Date	Task Code	Activity Code	Description	Hours	Agreed Rates	For Acct Only	
									Amount	Index
03389	LIPKIN A J	PARTNER	02/12/2014			Emails with PCO attorney (J. Trauring) and R. Mariani re: monthly checks (.1); Review court filing re: notices, court appearances, etc. (.1).	0.2	226.00		15724264
15615	FITE K	LEGAL ASSISTANT	02/13/2014			Circulate items filed on docket, e.g. second stip modifying final DIP order, to attorneys.	0.2	40.00		15718932
✓ 03389	LIPKIN A J	PARTNER	02/13/2014			Review e-mail re: asset inquiry.	0.1	113.00	Review email re: asset purchase inquiry.	15724274
13723	BURNS A	ASSOCIATE	02/18/2014			Review case calendar and corr. w/ K. Fite re: admin matters.	0.2	154.00		15768097
15615	FITE K	LEGAL ASSISTANT	02/18/2014			Update case calendar, e.g. w/ dates for next interim fee apps, and circulate to attorneys.	0.2	40.00		15730885
03389	LIPKIN A J	PARTNER	02/18/2014			Review reports re: Medicaid waiver dollars.	0.2	226.00		15724300
15615	FITE K	LEGAL ASSISTANT	02/19/2014			Pull and circulate docket items, e.g. Nixon Peabody interim fee app, to attorneys.	0.4	80.00		15730895
03389	LIPKIN A J	PARTNER	02/19/2014			Analyze WFG case calendar.	0.1	113.00		15747648
13723	BURNS A	ASSOCIATE	02/20/2014			T/c w/ K. Fite re: admin matters, including notices, hearing, scheduling, etc.	0.3	231.00		15768124
03389	LIPKIN A J	PARTNER	02/20/2014			T/c w/ Bowery rep. re: VISA claim and exchange related e-mails with R. Mariani.	0.1	113.00		15747662
			02/21/2014			Review multiple articles re: LICH developments and IMC implications.	0.2	226.00		15751330
13723	BURNS A	ASSOCIATE	02/24/2014			Corr. w/ J. Giardina re: stay vs claims vs employees (.1); t/c w/ R. Mariani re: parties in interest/conflicts and related follow up (.2).	0.3	231.00		15797242
15615	FITE K	LEGAL ASSISTANT	02/24/2014			Prepare January MOR for filing (.4); pull and circulate filed version (.1); circulate misc. case files, e.g. parties in interest list, to attorneys (.1); update case calendar, e.g. with new objection deadline for UST motion to appoint ch. 11 trustee (.2).	0.8	160.00		15758422
15446	JONES S D	PARTNER	02/24/2014			Review of MOR and related corr. w/ K. Fite, S. Renzo re: filing same.	0.2	175.00		15770470
03389	LIPKIN A J	PARTNER	02/24/2014			E-mails with W. Curtin and A. Burns re: fee hearing scheduling, etc.	0.2	226.00		15751335
15615	FITE K	LEGAL ASSISTANT	02/27/2014			Save pleadings filed on docket, e.g. 3M pro hac motions.	0.1	20.00		15758443
13723	BURNS A	ASSOCIATE	02/28/2014			T/c w/ Chambers re: omnibus hearing dates, rescheduling same.	0.1	77.00		15768190

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MATTER TIME DETAIL

Run Date & Time: 7/18/2014 1:11:04PM
 Client: 120157 INTERFAITH MEDICAL CENTER
 Matter: 00002 CASE ADMINISTRATION
 Currency: USD

Worked 02/01/2014 Thru 05/31/2014
 Billing Partner: LIPKIN A J
 Matter Type: BANKRUPTCY

Id	Name	Title	Work Date	Task Code	Activity Code	Description	Hours	Agreed Rates Amount	For Acct Only
									Index
15615	FITE K	LEGAL ASSISTANT	02/28/2014			Update case calendar, e.g. with adjourned 3/24 hearing date (.4); review UST contact info per A. Burns (.1); draft notice of adjournment for 3/24 hearing (.3).	0.8	160.00	15758451
13723	BURNS A	ASSOCIATE	03/03/2014			Review notice of hearing/rescheduling of 3/24 hearing and revisions to same (.2); review case calendar and updates to same (.1).	0.3	231.00	15768201
15615	FITE K	LEGAL ASSISTANT	03/03/2014			Prepare notice of adjournment of 3/24 hearing for filing (.5); scan/organize case files re: med mal and other litigation records (.5); ensure case calendar is up to date and circulate to attorneys (.2); circulate items filed on docket, e.g. entered order re: supplemental E&Y retention, to attorneys (.2); corr. w/ A. Burns re: case status and upcoming to-dos (.2); t/c w/ managing attorney's office re: filing of 3/24 adjournment notice (.2); pull and circulate filed version of same to attorneys (.1).	1.9	380.00	15870966
03389	LIPKIN A J	PARTNER	03/03/2014			Review Orders entered by Bankruptcy Court re: E&Y and redactions (.1); Revise Notice of Adjournment of 3/24 hearing and exchange related e-mails with K. Fite (.1).	0.2	226.00	15781151
13723	BURNS A	ASSOCIATE	03/04/2014			Corr. w/ A. Cannon re: research on taxes (.1); corr. w/ K. Fite re: 3/24 adjournment notice (.1).	0.2	154.00	15782497
15615	FITE K	LEGAL ASSISTANT	03/04/2014			Update case calendar, e.g. with final exclusivity deadlines.	0.1	20.00	15782745
						Draft notice of adjournment of 3/10 hearing on term sheet and ch. 11 trustee motions (.4); revise per A. Lipkin comments (.3); prepare same for filing (.5); circulate filed version to attorneys (.1).	1.3	260.00	15782761
03389	LIPKIN A J	PARTNER	03/05/2014			T/cs w/ A. Burns re: 3/13 hearing Notice and t/cs w/ Chambers re: hearings (.1); Revise Notice of 3/13 hearing and related e-mails with K. Fite and A. Burns (.2).	0.3	339.00	15806680
13723	BURNS A	ASSOCIATE	03/06/2014			T/c w/ K. Fite re: hearings, filings for next week.	0.1	77.00	15782520
15615	FITE K	LEGAL ASSISTANT	03/06/2014			Update case calendar, e.g. with new 3/13 hearing date and related objection/reply deadlines.	0.3	60.00	15782765
13723	BURNS A	ASSOCIATE	03/07/2014			T/c w/ K. Fite re: calendar and upcoming filings.	0.1	77.00	15782527

MATTER TIME DETAIL

Run Date & Time: 7/18/2014 1:11:04PM
 Client: 120157 INTERFAITH MEDICAL CENTER
 Matter: 00003 CLAIMS ADMINISTRATION AND OBJECTIONS
 Currency: USD

Worked 02/01/2014 Thru 05/31/2014
 Billing Partner: LIPKIN A J
 Matter Type: BANKRUPTCY

Id	Name	Title	Work Date	Task Code	Activity Code	Description	Hours	Agreed Rates	For Acct Only	
									Amount	Index
03389	LIPKIN A J	PARTNER	03/17/2014			T/c w/ B. Katz re: claims review and objections (.1); Analyze CR schedule of filed secured claims and related commentary (.2); T/c w/ B. Katz and J. Baum re: administrative and priority claims and bar date (.3).	0.6	678.00		15809461
15615	FITE K	LEGAL ASSISTANT	03/18/2014			Draft omni claims objection procedures motion.	2.1	420.00		15803745
15446	JONES S D	PARTNER	03/18/2014			Corr. w/ R. Mariani re: NYS taxing authority claims (.2); Corr. w/ S. Dwyer, A. Lipkin re: prepetition medical actions (.2); Corr. w/ K. Fite re: action list (.1); Corr. w/ A. Cannon, B. Katz, J. Baum re: claims reconciliation (.2); Corr. w/ A. Burns re: resolution of 3M admin expense motion (.1).	0.8	700.00		15801414
03389	LIPKIN A J	PARTNER	03/18/2014			Review lists of actions commenced post petition and exchange related e-mails with S. Jones and S. Dwyer (.3); Review R. Mariani and S. Jones e-mails re: NYS tax claims (.1); T/c w/ B. Katz re: NYS tax claims (.1).	0.5	565.00		15809471
14526	CANNON A W	ASSOCIATE	03/19/2014			Draft admin bar date motion and related corr. w/ A. Lipkin (.2.9); review and revise same and corr. w/ S. Jones re: same (.6).	3.5	2,537.50		15807182
15446	JONES S D	PARTNER	03/19/2014			Corr. w/ A. Cannon re: claims procedure motion, admin expense form (.2); Corr. w/ A. Cannon re: admin bar date motion (.1).	0.3	262.50		15804812
15615	FITE K	LEGAL ASSISTANT	03/20/2014			Complete draft/shell for omni claims objection procedures motion.	0.8	160.00		15804864
V 15446	JONES S D	PARTNER	03/20/2014			Corr. w/ J. Baum re: claim issues.	0.1	50		15818327
15615	FITE K	LEGAL ASSISTANT	03/24/2014			Save Dept of Labor claim to WF&G system.	0.1	50		15814994
03389	LIPKIN A J	PARTNER	03/24/2014			Review material re: bar order scope in SDNY (.1); Review Dept. of Labor postpetition claim and forward to B. Katz and related e-mail with J. Baum (.2).	0.3	339.00		15826696
14526	CANNON A W	ASSOCIATE	03/25/2014			Meeting w/ S. Jones re: admin bar date (.4); email w/ A. Lipkin re: same (.1); t/c w/ DASNY re: same (.1).	0.6	435.00		15811767
15446	JONES S D	PARTNER	03/25/2014			Revising admin bar date motion (.3); corr. w/ A. Cannon re: same (.3); related corr. w/ D. Neier (.1).	0.7	612.50		15818356

MATTER TIME DETAIL

Run Date & Time: 7/18/2014 1:11:04PM
 Client: 120157 INTERFAITH MEDICAL CENTER
 Matter: 00003 CLAIMS ADMINISTRATION AND OBJECTIONS
 Currency: USD

Worked 02/01/2014 Thru 05/31/2014
 Billing Partner: LIPKIN A J
 Matter Type: BANKRUPTCY

Id	Name	Title	Work Date	Task Code	Activity Code	Description	Hours	Agreed Rates Amount	For Acct Only
									Index
03389	LIPKIN A J	PARTNER	03/25/2014			E-mails with A. Cannon and S. Jones re: administrative claims bar date.	0.2	226.00	15826711
15615	FITE K	LEGAL ASSISTANT	03/26/2014			Corr. w/ IMC and WF&G team re: postpetition claims (.2); corr. w/ S. Jones re: omni claims objection and review bankruptcy rule (.2).	0.4	80.00	15825472
15446	JONES S D	PARTNER	03/26/2014			Corr. w/ K. Fite, S. Dwyer re: admin claim reconciliation (.2); Corr. w/ A. Lipkin re: admin bar date (.1); Corr. w/ A. Cannon re: claim procedure motion (.1).	0.4	350.00	15818360
03389	LIPKIN A J	PARTNER	03/26/2014			E-mails with S. Jones re: administrative claims bar date.	0.1	113.00	15826729
15615	FITE K	LEGAL ASSISTANT	03/27/2014			Review e-mails from S. Dwyer w/ post-petition claims info (.2); research (1.5) and draft (1.7) first omnibus claims objection.	3.4	680.00	15825477
15446	JONES S D	PARTNER	03/27/2014			Corr. w/ J. Baum re: contract cure (.1); Corr. w/ K. Fite re: new postpetition claim (.1); Revising claim procedures motion (.5); related corr. w/ A. Cannon (.1).	0.8	700.00	15843163
			03/28/2014			Corr. w/ A. Cannon re: claims objection, procedure motion.	0.1	87.50	15843178
14526	CANNON A W	ASSOCIATE	03/31/2014			Review research re: omni procedures motion (.2); review comments to omni objection and omni procedures motion (.2); meeting and t/c w/ K. Fite re: same (.3).	0.7	507.50	15832486
15615	FITE K	LEGAL ASSISTANT	03/31/2014			Assist A. Cannon in revising omni claims objection procedures motion (.8) and first omni claims objection (.9); e-mail to S. Jones re: same (.4); o/c w/ A. Cannon re: same (.3); update list of post-petition claims actions (1.0); assist A. Cannon w/ updates to first omni claims objection and related research 1.0).	4.4	880.00	15870975
15446	JONES S D	PARTNER	03/31/2014			Corr. w/ A. Lipkin re: admin bar date notice.	0.1	87.50	15839542
03389	LIPKIN A J	PARTNER	03/31/2014			E-mails with A. Cannon and S. Jones re: administrative claims bar date.	0.2	226.00	15838673
13723	BURNS A	ASSOCIATE	04/01/2014			Corr. w/ counsel to 3M re: withdrawal of pending motion for administrative claim.	0.1	77.00	15930031
14526	CANNON A W	ASSOCIATE	04/01/2014			Review precedent for med mal bar dates and corr. w/ A. Lipkin and A. Burns re: same.	0.8	680.00	15846581
03389	LIPKIN A J	PARTNER	04/01/2014			E-mails with S. Jones and A. Cannon re: administrative bar date and related notices.	0.2	226.00	15878801

MATTER TIME DETAIL

Run Date & Time: 7/18/2014 1:11:04PM
 Client: 120157 INTERFAITH MEDICAL CENTER
 Matter: 00003 CLAIMS ADMINISTRATION AND OBJECTIONS
 Currency: USD

Worked 02/01/2014 Thru 05/31/2014
 Billing Partner: LIPKIN A J
 Matter Type: BANKRUPTCY

Id	Name	Title	Work Date	Task Code	Activity Code	Description	Hours	Agreed Rates	For Acct	
									Amount	Only
Id	Name	Title	Work Date	Task Code	Activity Code	Description	Hours	Agreed Rates	Index	Index
13723	BURNS A	ASSOCIATE	04/02/2014			T/c w/ S. Jones on admin bar date and funding issues (.1); t/c w/ A. Cannon on bar date for claims filed by covered persons (.1).	0.2		154.00	15913901
15615	FITE K	LEGAL ASSISTANT	04/02/2014			Review list of postpetition actions w/ K. Fite and discuss obtaining missing contact information for service purposes.	0.2		154.00	15913904
						Revise omnibus claims objection procedures motion (.3); related docket research per A. Cannon (.2); compile list of post-petition claims matters (.1).	1.6		320.00	15851304
03389	LIPKIN A J	PARTNER	04/02/2014			Corr. w/ Donlin re: post-petition claims contacts.	0.2		40.00	15851306
						E-mails with A. Cannon and S. Jones re: bar date and claims objection, procedures, issues, and motions.	0.2		226.00	15878818
15615	FITE K	LEGAL ASSISTANT	04/03/2014			Review summary of PBGC claims in DS objection (.1); corr. w/ Donlin re: noticing for postpetition claims (.2).	0.3		60.00	15853094
03389	LIPKIN A J	PARTNER	04/04/2014			T/cs and e-mails with S. Korf and A. Burns re: HHS claim issues and resolution.	0.5		565.00	15892060
						E-mails with A. Cannon re: administrative bar date issues.	0.3		339.00	15909337
						T/cs and e-mails with A. Cannon re: Covered Person and medical malpractice claims resolution and related document revisions.	1.3		1,469.00	15892068
14526	CANNON A W	ASSOCIATE	04/08/2014			Review and revise Omni Claims Objection Procedures Motion (.3); email w/ A. Lipkin and S. Jones re: same (.1).	0.4		290.00	15927304
15615	FITE K	LEGAL ASSISTANT	04/08/2014			Review edits to omnibus claims procedures motion (.2); corr. w/ A. Cannon re: same (.1).	0.3		60.00	15859240
15446	JONES S D	PARTNER	04/08/2014			Corr. w/ A. Cannon re: claims motions.	0.1		87.50	15870041
03389	LIPKIN A J	PARTNER	04/08/2014			E-mails with C. Simpson re: Foundation parking lot ownership and settlement of Foundation issues (.3); E-mails with D. Neier re: Foundation settlement (.2).	0.5		565.00	15892074
15446	JONES S D	PARTNER	04/10/2014			Corr. w/ R. Dakis re: Empire/Amerigroup claims.	0.1		87.50	15865373

MATTER TIME DETAIL

Run Date & Time: 7/18/2014 1:11:04PM
 Client: 120157 INTERFAITH MEDICAL CENTER
 Matter: 00006 FINANCING, CASH COLLATERAL AND ADEQUATE PROTECTION
 Currency: USD

Worked 02/01/2014 Thru 05/31/2014
 Billing Partner: LIPKIN A J
 Matter Type: BANKRUPTCY

Id	Name	Title	Work Date	Task Code	Activity Code	Description	Hours	Agreed Rates	For Acct Only	
									Amount	Index
03389	LIPKIN A J	PARTNER	02/14/2014			E-mails with R. Mariani re: VAP dollars.	0.1	113.00		15724281
			02/21/2014			T/c w/ R. Mariani re: DIP funding (.1); E-mails with D. Neier re: next funding, etc. (.3); Review DOH e-mail re: funding (.1); E-mails with R. Zahnleuter and D. Neier re: funding and related issues (.2); T/cs w/ B. Katz re: funding (.2); E-mails with IMC Board and management re: funding issues (.3).	1.2	1,356.00		15751331
			02/24/2014			E-mails with B. Katz re: financing status.	0.1	113.00	Send B. Katz WF&G January fee numbers for preparing cash collateral budget.	15751340
F	15615	FITE K	LEGAL ASSISTANT	02/25/2014		Send B. Katz WF&G January fee numbers.	0.1	20.00		15758431
	03389	LIPKIN A J	PARTNER	02/25/2014		Partial t/c w/ B. Katz and R. Mariani re: funding and DOH/DASNY (.4); T/c w/ B. Katz re: funding issues and send related e-mail to K. Fite (.2); Review B. Katz e-mails re: Prof. Reserve account (.1).	0.7	791.00		15751341
			02/26/2014			E-mails with D. Porter re: Medicaid waiver funding.	0.1	113.00		15751351
			02/27/2014			E-mails with D. Neier re: GDS work (.1); T/c w/ B. Katz re: funding issues (.1).	0.2	226.00		15759111
			02/28/2014			T/c w/ B. Katz and R. Mariani re: funding issues (.2); T/c w/ B. Katz re: DASNY t/c and financing, etc. (.2).	0.4	452.00		15759121
			03/03/2014			T/c w/ B. Katz re: funding issues (.1); E-mails with D. Neier, R. Zahnleuter, R. Mariani and B. Katz re: funding issues (.2).	0.3	339.00		15781154
			03/04/2014			T/c w/ R. Mariani and B. Katz re: accounting and financing issues.	0.4	452.00		15781155
			03/05/2014			Review R. Mariani e-mail re: new funding (.1); Revise CRO exhibit A re: DIP authority and related e-mails with D. Neier (.2)	0.3	339.00		15806608
13723	BURNS A	ASSOCIATE	03/06/2014			Review draft third DIP stipulation.	0.1	77.00		15782518
03389	LIPKIN A J	PARTNER	03/06/2014			E-mails with D. Neier re: DASNY/DIP commitment (.2); Review L. Volk and B. Katz e-mails re: plan funding and related t/c w/ B. Katz (.4); Review DASNY draft of third DIP stipulation and exchange related e-mails with D. Neier and management (.4); E-mails with R. Mariani and B. Katz re: DIP commitment (.2).	1.2	1,356.00		15806697

MATTER TIME DETAIL

Run Date & Time: 7/18/2014 1:11:04PM
 Client: 120157 INTERFAITH MEDICAL CENTER
 Matter: 00006 FINANCING, CASH COLLATERAL AND ADEQUATE PROTECTION
 Currency: USD

Worked 02/01/2014 Thru 05/31/2014
 Billing Partner: LIPKIN A J
 Matter Type: BANKRUPTCY

Id	Name	Title	Work Date	Task Code	Activity Code	Description	Hours	Agreed Rates	For Acct Only	
									Amount	Index
13723	BURNS A	ASSOCIATE	03/26/2014			Prepare for and attend hearing on new CRO retention, third DIP stipulation, and interim fee applications.	2.0	1,540.00		15870960
03389	LIPKIN A J	PARTNER	03/26/2014			Prepare for and present term sheet motion re: 3rd DIP stipulation.	0.3	339.00		15826725
			04/15/2014			Review W&S March invoice.	0.1	113.00		15892113
			04/16/2014			Review and organize materials re: DASNY/DOH plan funding, etc.	0.4	452.00		15892121
			04/17/2014			Analyze DASNY DIP Order and Agreement re: Committee issues.	0.3	339.00		15892128
			04/21/2014			T/c w/ D. Neier and B. Katz re: DIP and exit financing.	0.6	678.00		15892153
			04/23/2014			Review and forward D. Neier e-mail and DOH exit filing commitment letter (.1); E-mails with D. Neier re: Reorg. IMC exit financing (.1); E-mails with J. Goldfarb re: exit financing (.1); E-mails with M. Cyganowski and S. Korf re: Reorg. IMC exit financing documentation (.1); E-mails with R. Mariani re: financing (.1).	0.5	565.00		15910951
			04/24/2014			T/c w/ D. Neier re: plan funding issues for DASNY designee and follow-up (.2); E-mails with B. Katz re: designee financing (.2); E-mails with A. Burns re: 4th DIP stipulation (.1); Review D. Neier e-mail re: 4th DIP stipulation (.1).	0.6	678.00		15910951
			04/25/2014			Conf. w/ D. Neier re: new DIP stipulation and exit financing (.2); T/c and e-mails with D. Neier re: new DIP stipulation (.2); review DIP stipulation (.1).	0.5	565.00		15910970
			04/28/2014			Review D. Neier draft of 4th DIP stipulation and related e-mail (.1); E-mails with D. Neier re: exit financing (.1); T/c w/ D. Neier and B. Katz re: exit financing (.3); Revise exit financing description for plan supplement (.2).	0.7	791.00		15910981
			04/29/2014			E-mails with L. Volk re: real estate.	0.1	113.00		15910991
13723	BURNS A	ASSOCIATE	04/30/2014			Review and revise notice of hearing for DIP stipulation (.2) and related corr. w/ K. Fite (.1); Revise same per A. Lipkin comments (.2); prepare same to file (.2).	0.7	539.00		15914084

MATTER TIME DETAIL

Run Date & Time: 7/18/2014 1:11:04PM
 Client: 120157 INTERFAITH MEDICAL CENTER
 Matter: 00007 CREDITORS' COMMITTEE AND CREDITOR INQUIRIES
 Currency: USD

Worked 02/01/2014 Thru 05/31/2014
 Billing Partner: LIPKIN A J
 Matter Type: BANKRUPTCY

Id	Name	Title	Work Date	Task Code	Activity Code	Description	Hours	Agreed Rates	For Acct	
									Amount	Only
Index										
03389	LIPKIN A J	PARTNER	04/22/2014			Analyze certain Rule 2004 documents re: privilege issues (.7); T/c w/ B. Katz re: his t/c w/ CBIZ (.2); T/cs w/ B. Katz re: communications to and charts for Committee re: class 4 DASNY voting issues (.2); Finalize e-mail to M. Bunin and J. Spears re: DASNY voting objection and send e-mail and related charts to J. Spears/M. Bunin (.8); T/c w/ Chiuchiolo re: Rule 2004 discovery/privilege issues (.2).	2.1	2,373.00		15892160
13723	BURNS A	ASSOCIATE	04/23/2014			T/c w/ A. Cannon on insurance creditor inquiry, related corr. w/ A. Cannon and A. Ambeault re: general handling of creditor inquiries re: plan.	0.1	T/C w/ scheduled creditor re: questions on plan provisions.		77.00
✓14526	CANNON A W	ASSOCIATE	04/23/2014			Insurance creditor calls. ←	0.2		145.00	15914034
14888	CHIUCHILO N W	ASSOCIATE	04/23/2014			Meeting with A. Lipkin to discuss claims asserted by IM Foundation concerning properties owned by IMC and IM Foundation (.3); continue to enter documents withheld from Rule 2004 production on privilege log (2.8).	3.1		2,123.50	15918639
15313	HUDDELL N M	ASSOCIATE	04/23/2014			Review electronic documents received from IMC re: Rule 2004 discovery (.1); Create entries in privilege log (.9); Related corr. w/ N. Chiuchiolo (.1).	2.1		1,134.00	15888126
03389	LIPKIN A J	PARTNER	04/23/2014			E-mails and conf. w/ N. Chiuchiolo re: Rule 2004 discovery and privilege issues.	0.3		339.00	15910951
12865	STOLTZFUS D M	ASSOCIATE	04/23/2014			Corr. w/ N. Chiuchiolo re: privilege issues in furtherance of preparation of privilege log requested by creditors' committee re: Rule 2004 discovery.	0.2		162.00	15920547
14888	CHIUCHILO N W	ASSOCIATE	04/24/2014			In connection with the Rule 2004 discovery, review documents identified as containing privileged material by the first-level review team and marked documents for the privilege log (2.2); corr. w/ N. Huddeil re: same (.2).	2.4		1,644.00	15918641
15313	HUDDELL N M	ASSOCIATE	04/24/2014			Review electronic documents received from IMC re: Rule 2004 discovery (.2); Create searches within the Relativity review platform (.1); draft emails to N. Chiuchiolo re: the same (.1).	0.4		216.00	15890230

MATTER TIME DETAIL

Run Date & Time: 7/18/2014 1:11:04PM

Client: 120157 INTERFAITH MEDICAL CENTER

Matter: 00007 CREDITORS' COMMITTEE AND CREDITOR INQUIRIES

Currency: USD

Worked 02/01/2014 Thru 05/31/2014

Billing Partner: LIPKIN A J

Matter Type: BANKRUPTCY

For Acct
Only

Id	Name	Title	Work Date	Task Code	Activity Code	Description	Hours	Agreed Rates	For Acct Only	
									Amount	Index
14119	ARAKELYAN M	LEGAL ASSISTANT	05/05/2014			Prepare documents re: medical malpractice Rule 2004 discovery for production.	0.4	88.00		15951221
14888	CHIUCHILO N W	ASSOCIATE	05/05/2014			Review documents collected from B. Katz in connection with the Committee's document request associated with its objection to confirmation of the First Amended Plan of Reorganization for IMC.	5.6	3,836.00		16006145
03389	LIPKIN A J	PARTNER	05/05/2014			Settlement t/c w/ M. Bunin re: Committee issues and plan voting (.4); Analyze Committee confirmation objection (.8); Quick review of Rule 2004 Privilege log and related t/cs w/ N. Chiuchiolo (.2); T/cs w/ B. Katz re: Committee discovery (.1); Review and forward Bunin e-mail re: A&B fee estimate (.1); T/c w/ B. Katz re: Depo. prep. (.1); T/c w/ D. Neier and L. Volk re: Committee settlement (.2); T/cs and e-mails with N. Chiuchiolo re: Committee discovery (.2).	2.1	2,373.00		15988985
14119	ARAKELYAN M	LEGAL ASSISTANT	05/06/2014			Prepare Rule 2004 discovery docs for attorney review (.3); finalize documents re: Rule 2004 discovery for production (.4).	0.7	154.00		1602B145
14888	CHIUCHILO N W	ASSOCIATE	05/06/2014			Meeting w/ B. Katz, J. Baum, and A. Lipkin in preparation for B. Katz deposition by the committee of unsecured creditors and prep for the same; review documents collected from B. Katz i/c/w committee's request for documents related to their objection to the plan.	6.1	178.50		16006151
13632	LINTON S	ASSOCIATE	05/06/2014			Prepare J. Baum and A. Lipkin documents for production re: medical malpractice Rule 2004 discovery (4.0); conduct quality control check of production documents (.9); emails to and from N. Chiuchiolo and M. Arakelyan re: same (.2).	5.1	312.50		16005185
03389	LIPKIN A J	PARTNER	05/06/2014			Prepare for and attend meeting with B. Katz and J. Baum re: Committee depo. prep (1.9); T/c w/ B. Katz re: Committee depositions (.1); E-mails with M. Bunin and M. Johnson re: Katz deposition (.4); Analyze documents to prepare for M. Johnson and B. Katz prep session (1.1); E-mails with M. Bunin re: plan voting (.1); T/c and e-mails w/ N. Chiuchiolo re: document production and review related documents (.3).	3.9	4,407.00		15989002

MATTER TIME DETAIL

Run Date & Time: 7/18/2014 1:11:04PM
 Client: 120157 INTERFAITH MEDICAL CENTER
 Matter: 00008 PLAN AND DISCLOSURE STATEMENT
 Currency: USD

Worked 02/01/2014 Thru 05/31/2014
 Billing Partner: LIPKIN A J
 Matter Type: BANKRUPTCY

Id	Name	Title	Work Date	Task Code	Activity Code	Description	Hours	Agreed Rates	For Acct Only	
									Amount	Index
13723	BURNS A	ASSOCIATE	04/04/2014			Continue reviewing objections and drafting reply to disclosure statement objections (.4); t/c w/ A. Lipkin re: PBGC comments to disclosure statement (.3); update disclosure statement with comments from PBGC (.6); t/c w/ A. Lipkin to discuss DASNY comments to plan (.7); conf. call w/ Donlin Recano and A. Cannon re: ballots, solicitation prep (.4); t/c w/ S. Korf and A. Lipkin re: HHS issues and objection (.2); revise plan based on DASNY comments and recent edits to disclosure statement (2.3); t/c w/ H. Ashner re: PBGC comments to disclosure statement (.2); conf. call w/ A. Lipkin, P. Labov, M. Brofman re: Manuka objection, covered persons fund, indemnification issues for doctors/residents/interns (.7); prepare plan, disclosure statement, related materials for A. Lipkin review (.3).	10.6	8,162.00		15913910
✓14526	CANNON A W	ASSOCIATE	04/04/2014			Prepare for and t/c w/ A. Burns and DRC re: balloting and conformation procedures (.9); research re: classification matters and multiple emails w/ A. Burns re: same (1.9).	2.8			15855371
15615	FITE K	LEGAL ASSISTANT	04/04/2014			Ensure classes of ballots are up to date.	0.1	20.00		15854966
03389	LIPKIN A J	PARTNER	04/04/2014			E-mails with D. Neier re: disclosure statement (.2); T/cs w/ A. Burns re: plan and disclosure statement revisions (.9); T/c w/ B. Katz re: revisions to financial exhibits to disclosure statement and new sources and uses exhibits (.8); T/c w/ A. Burns re: plan issues list and process (.1); T/c w/ P. Labov and M. Brofman re: medical malpractice issues in plan (.8); E-mails with D. Neier and A. Burns re: plan issues list and resolutions (.1); T/c w/ D. Neier and A. Burns re: plan changes (.3).	3.2	3,616.00		15892062
13086	AMBEAULT A	LEGAL ASSISTANT	04/05/2014			Research re: plans w/ DIP claims for A. Cannon.	0.5	155.00		15855670
13723	BURNS A	ASSOCIATE	04/05/2014			Draft summary chart for reply to objection to Disclosure Statement.	2.1	1,617.00		15913912
14526	CANNON A W	ASSOCIATE	04/05/2014			Research re: I123 classification matters and email A. Burns re: same (1.3); email corr. w/ A. Ambeault re: same (.1).	1.4	1,015.00		15855376

MATTER TIME DETAIL

Run Date & Time: 7/18/2014 1:11:04PM
 Client: 120157 INTERFAITH MEDICAL CENTER
 Matter: 00008 PLAN AND DISCLOSURE STATEMENT
 Currency: USD

Worked 02/01/2014 Thru 05/31/2014
 Billing Partner: LIPKIN A J
 Matter Type: BANKRUPTCY

Id	Name	Title	Work Date	Task Code	Activity Code	Description	Hours	Agreed Rates	For Acct Only	
									Amount	Index
03389	LIPKIN A J	PARTNER	04/08/2014			Revise plan (.4); Review UST/Curtin Disclosure Statement comments and discuss with A. Burns (.2); Conf. w/ A. Burns re: plan and disclosure statement finalization, filing and Reply to disclosure statement objections (.2); Revise Reply to Disclosure Statement objections (.8); Analyze draft DASNY Reply to disclosure statement objections and exchange related e-mails with D. Neier (.2); T/c w/ B. Katz re: financial projections to open plan issues (.2); E-mails with R. Kanowitz re: settlement of disclosure statement and plan objections (.1); Revise disclosure statement (1.3); T/cs w/ A. Burns re: plan and disclosure statement changes (.2); T/c w/ D. Neier re: plan and disclosure statement filing (.1); T/cs and e-mails with A. Cannon re: Reply to Disclosure Statement objection and research on confirmation objections (.3); E-mails with K. Mahoney re: HHS disclosure statement objections resolution and follow up e-mails with D. Neier and A. Burns (.2); T/cs w/ B. Katz and J. Baum re: disclosure statement hearing (.2); E-mails with D. Neier and A. Burns re: Publication Notice and mailing (.2); T/cs w/ A. Burns and A. Cannon re: disclosure statement order changes (.2); Prepare for disclosure statement hearing (.3).	6.1	6,893.00		15892077
V 15621	PETIFORD J	LEGAL ASSISTANT	04/08/2014			Assist with filing of Reply to DS objections.	1.0	200.00		15917314

MATTER TIME DETAIL

Run Date & Time: 7/18/2014 1:11:04PM
 Client: 120157 INTERFAITH MEDICAL CENTER
 Matter: 00008 PLAN AND DISCLOSURE STATEMENT
 Currency: USD

Worked 02/01/2014 Thru 05/31/2014
 Billing Partner: LIPKIN A J
 Matter Type: BANKRUPTCY

For Acct
Only

Index

Id	Name	Title	Work Date	Task Code	Activity Code	Description	Hours	Agreed Rates	For Acct Only	
									Amount	Index
13723	BURNS A	ASSOCIATE	04/24/2014			Corr. w/ IMC HR re: doctors in connection with covered persons fund contributions (.2); t/c w/ D. Hefter re: ad hoc doctors salaries in connection with covered person fund contributions (.1); revise IMC list in connection with same (.5) related corr. w/ S. Dwyer (.1); related corr. w/ R. Mariani, D. Neier (.1); review tear sheets from publication of confirmation hearing notice and related corr. w/ Donlin (.2); t/c w/ S. Hightower of ToneyKorf re: plan/claims/contracts (.5); review proposed contributions from Ad Hoc Doctors group (.1); discuss plan supplement, mediation, next steps w/ A. Lipkin (.4); t/c w/ S. Dwyer on doctors and pending medical cases (.5); review various corr. w/ A. Lipkin, D. Neier on indemnification issues in plan and revise section of plan in connection with same (1.0). update plan supplement list (.4), corr. w/ K. Fite on preparation of same (.1), follow up with Committee, DASNY, CohnReznick on outstanding information for plan supplement (.1).	4.3	3,311.00		15914036
14526	CANNON A W	ASSOCIATE	04/24/2014			Research re: plan confirmation issues, voting classes (5.4); emails w/ A. Lipkin re: same (.5).	5.9	4,277.50		15927325
15615	FITE K	LEGAL ASSISTANT	04/24/2014			Assist A. Cannon w/ research re: voting classes in ch. 11 plans.	1.2	240.00		15891407

Research re: plan confirmation issues on committee objection re: voting classes (5.4); emails w/ A. Lipkin re: same (.5).



MATTER TIME DETAIL

Run Date & Time: 7/18/2014 1:11:04PM
 Client: 120157 INTERFAITH MEDICAL CENTER
 Matter: 00009 RETENTION OF PROFESSIONALS - APPLICATION, PREPARATION
 Currency: USD

Worked 02/01/2014 Thru 05/31/2014
 Billing Partner: LIPKIN A J
 Matter Type: BANKRUPTCY

Id	Name	Title	Work Date	Task Code	Activity Code	Description	Hours	Agreed Rates Amount	For Acct Only	
									Index	
15615	FITE K	LEGAL ASSISTANT	02/10/2014			Save Donlin December 2013 fee app to WF&G system (.1); prepare E&Y supplemental retention application for filing (.7); finalize filing of supplemental E&Y retention order w/ managing attorney's office (.2); circulate filed version to attorneys (.1).	1.1	220.00		15797258
15446	JONES S D	PARTNER	02/10/2014			Corr. w/ M. Lee re: E&Y retention application (.2); Review of Foley revisions to same (.1).	0.3	262.50		15770416
13723	BURNS A	ASSOCIATE	02/11/2014			Review Donlin fee statement and related corr. w/ S. Jones and K. Fite.	0.1	77.00		15768052
F	15615	FITE K	LEGAL ASSISTANT	02/11/2014		Prepare and serve CohnReznick's January 2014 fee statement (.6); prepare Donlin's third interim fee app for filing (.5).	1.1	220.00		15713821
15446	JONES S D	PARTNER	02/11/2014			Review of DRC fee application and approval to file.	0.1	87.50		15770433
13723	BURNS A	ASSOCIATE	02/12/2014			Review CohnReznick fee application and related corr. w/ K. Fite re: filing of same.	0.2	154.00		15768063
15615	FITE K	LEGAL ASSISTANT	02/12/2014			Prepare Donlin notice of rate increase for filing (.4); prepare CohnReznick third interim fee app for filing (.5); circulate interim fee apps filed on docket, e.g. DiConza Traurig's, to attorneys (.2).	1.1	220.00		15713831
15446	JONES S D	PARTNER	02/12/2014			Corr. w/ A. Logan, K. Fite re: filing notice of DRC rate increase (.1); Corr. w/ A. Burns re: GW interim fee application (.1).	0.2	175.00		15770439
03389	LIPKIN A J	PARTNER	02/12/2014			E-mails with K. Fite and A. Burns re: CR fee application.	0.1	113.00		15724273
15615	FITE K	LEGAL ASSISTANT	02/13/2014			Begin draft of notice of hearing on third interim fee apps.	0.2	40.00		15718935
03389	LIPKIN A J	PARTNER	02/13/2014			Review PCO and PCO counsel Jan. fee statements and third fee applications and related e-mails with R. Mariani (.1); Quick review and forward Donlin and E&Y fee statements (.1).	0.2	226.00		15724275
13723	BURNS A	ASSOCIATE	02/14/2014			Service corr. re: fee applications.	0.1	77.00		15768091
15615	FITE K	LEGAL ASSISTANT	02/14/2014			Update notice of hearing on interim fee apps with newly filed fee app information.	0.2	40.00		15718945
			02/18/2014			Scan and save professionals' monthly fee statements.	0.4	80.00		15730885

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 Matter: 00009 RETENTION OF PROFESSIONALS - APPLICATION, PREPARATION
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Worked 02/01/2014 Thru 05/31/2014
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Id	Name	Title	Work Date	Task Code	Activity Code	Description	Hours	Agreed Rates Amount	For Acct Only	
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03389	LIPKIN A J	PARTNER	02/19/2014			Review Nixon Peabody January fee statement and related e-mails with W. Kwok and C. Desiderio.	0.3	339.00		15747652
15615	FITE K	LEGAL ASSISTANT	02/20/2014	F		Prepare and serve Nixon Peabody January 2014 fee statement (.6); draft agenda for possible 2/24 hearing on E&Y supplemental retention app (.3); begin preparation of materials for same, e.g. Chambers and UST binders (.3); t/c w/ A. Burns re: Nixon Peabody and same hearing (.2).	1.4	280.00		15730906
03389	LIPKIN A J	PARTNER	02/20/2014			E-mails with K. Fite and A. Burns re: 2/24 court agenda and hearing on supplemental E&Y retention.	0.1	113.00		15781736
13723	BURNS A	ASSOCIATE	02/21/2014			T/cs w/ Chambers re: supplemental E&Y retention hearing (.1); prepare notice of cancellation of hearing and related corr. (.1).	0.2	154.00		15768132
15615	FITE K	LEGAL ASSISTANT	02/21/2014			Draft notice of cancellation of 2/24 hearing on supplemental E&Y retention (.3); prepare same for filing (.5); prepare related order for submission to Chambers (.4); pull and circulate third interim fee apps from docket (.1); update fee app hearing notice re: same (.1).	1.4	280.00		15730914
03389	LIPKIN A J	PARTNER	02/21/2014			E-mails with A. Burns and K. Fite re: no 2/24 hearing and review and sign off on related notice and supplemental rder (.2).	0.2	226.00		15781745
13723	BURNS A	ASSOCIATE	02/24/2014			Review GDS monthly fee statements and related time entries (.4); related corr. w/ GDS team (.2).	0.6	462.00		15768148
15615	FITE K	LEGAL ASSISTANT	02/24/2014			Update notice of hearing on third interim fee apps (.1); review corrected Alston & Bird fee app filed on docket (.1).	0.2	40.00		15758424
15446	JONES S D	PARTNER	02/24/2014			Corr. w/ A. Burns re: GDS staffing report and review of same.	0.1	87.50		15770471
13723	BURNS A	ASSOCIATE	02/25/2014			Review revised GDS staffing reports for November, December, January, and related corr. w/ S. Jones and J. Petiford re: filing (.4); review fee hearing notice and comment on same (.4).	0.8	616.00		15797261
15446	JONES S D	PARTNER	02/25/2014			Corr. w/ A. Burns re: GDS staffing reports.	0.1	87.50		15770485
			02/26/2014			Corr. w/ A. Ambeault, A. Burns re: GDS fee statement filing.	0.1	87.50		15770495

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15621	PETTIFORD J	LEGAL ASSISTANT	02/26/2014			Assist with filing of Restructuring Advisors' Report for November, December, and January.	1.8	360.00	15756411
13723	BURNS A	ASSOCIATE	02/27/2014			Review GDS retention order (.2); corr. w/ GDS and A. kin re: staffing reports statements/strategy (.4).	0.6	462.00	15768186
15615	FITE K	LEGAL ASSISTANT	02/27/2014			Circulate CRO retention docs to A. Burns (.2); research re: notice of hearing on interim fee applications (.3); ensure professionals' monthly fee apps are saved to system (.1).	0.6	120.00	15758442
03389	LIPKIN A J	PARTNER	02/27/2014			E-mails with R. Mariani and S. Jones re: GDS staffing reports (.2); T/c and e-mails with A. Burns re: GDS (.2).	0.4	452.00	15759114
			02/28/2014			Review R. Mariani e-mail re: GDS fees.	0.1	113.00	15759124
15446	JONES S D	PARTNER	03/05/2014			Corr. w/ A. Burns re: CRO/CEO retention issue.	0.2	175.00	15833919
13723	BURNS A	ASSOCIATE	03/07/2014			Corr. w/ R. Mariani re: GDS statement.	0.1	77.00	15858898
F	15615	FITE K	LEGAL ASSISTANT	03/07/2014		File UST objection to professionals' third interim fee apps and circulate to attorneys.	0.2	40.00	15782777
F	03389	LIPKIN A J	PARTNER	03/07/2014		Review UST objection re: third interim fee applications of all professionals (.2); Review R. Mariani and A. Burns e-mails re: GDS (.1).	0.3	339.00	15809425
15615	FITE K	LEGAL ASSISTANT	03/10/2014			Begin shell for statement re: GDS January staffing report.	0.2	40.00	15793681
03389	LIPKIN A J	PARTNER	03/10/2014			E-mails with C. Desiderio re: UST fee objections process.	0.1	113.00	15808280
13723	BURNS A	ASSOCIATE	03/12/2014			Review CohnReznick monthly fee statement for February in preparation for service of same and corr. w/ S. Jones re: same (.2); review R. Mariani summary re: issues w/ GDS invoices for work performed after stop-work order (.2); review GDS January monthly report in connection with same (.2); follow up corr. w/ R. Mariani (.1); begin drafting response to GDS January monthly report (.1).	0.8	616.00	15871007
15446	JONES S D	PARTNER	03/12/2014			Corr. w/ A. Burns re: CR fee statement and review of same.	0.1	87.50	15818315
F	13723	BURNS A	ASSOCIATE	03/13/2014		Revise Debtor's statement re: GDS January monthly report (.3); review A. Lipkin comments to same (.1).	0.4	308.00	15831616
F	15615	FITE K	LEGAL ASSISTANT	03/13/2014		Prepare and serve CR February fee statement.	0.4	80.00	15793707

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03389	LIPKIN A J	PARTNER	03/13/2014			Revise statement re: GDS January fees and discuss with A. Burns and related e-mails with R. Mariani.	0.3	339.00		15809450
15615	FITE K	LEGAL ASSISTANT	03/17/2014			Prepare statement re: GDS January staffing report for filing (.5); related corr. w/ A. Burns and managing attorney's office (.2).	0.7	140.00		15799652
03389	LIPKIN A J	PARTNER	03/17/2014			Review DASNY general objection to all fee applications (.1); Review and sign off on GDS statement (.1).	0.2	226.00		15809468
15615	FITE K	LEGAL ASSISTANT	03/18/2014			Circulate CR reply to second interim fee apps to S. Jones	0.1	20.00		15803742
15446	JONES S D	PARTNER	03/18/2014			Corr. w/ J. Baum re: CR response to UST objection to fee application.	0.1	87.50		15801411
15615	FITE K	LEGAL ASSISTANT	03/19/2014			Save outside professionals' fee statements to WF&G system.	0.1	20.00		15803755
15446	JONES S D	PARTNER	03/19/2014			Corr. w/ C. Desiderio re: UST objection to Nixon Peabody fee application (.1); Comment on CR response to UST objection to fee application (.5); Related corr. w/ J. Baum (.1).	0.7	612.50		15804809
15615	FITE K	LEGAL ASSISTANT	03/20/2014			Prepare CohnReznick reply to third interim fee apps for filing (.3); prepare and serve Nixon Peabody February monthly fee statement (.3).	0.6	120.00		15804868
15446	JONES S D	PARTNER	03/20/2014			Corr. w/ K. Fite re: filing of responses to UST objection to fee application (.2); corr. w/ K. Fite re: responses to CR objection to fee application (.1); Corr. w/ K. Fite, W. Kwok re: service of Nixon Peabody fee statements (.1).	0.4	350.00		15818325
03389	LIPKIN A J	PARTNER	03/21/2014			Review CohnReznick and DiConza Trauring responses to UST fee objections.	0.1	113.00		15826690
13723	BURNS A	ASSOCIATE	03/24/2014			Review draft order re: interim fee applications for all professionals and related corr. w/ K. Fite (.7); review filed responses and update fee order based on discussion w/ S. Jones (.7).	1.4	1,078.00		15831651
15615	FITE K	LEGAL ASSISTANT	03/24/2014			Draft order granting third interim fee apps.	0.9	180.00		15814995
15446	JONES S D	PARTNER	03/24/2014			Corr. w/ A. Lipkin re: ParenteBoard retention (.1); related corr. w/ R. Mariani (.1); Corr. w/ A. Burns re: comments to interim fee app order (.1); review revised version (.1).	0.4	350.00		15818350

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15615	FITE K	LEGAL ASSISTANT	04/07/2014			Prepare and file notice of final CRO retention order.	1.1	220.00	15057103
15446	JONES S D	PARTNER	04/07/2014			Review of Keightley & Ashner OCP materials (.2); review of ParenteBeard engagement letter and related corr. w/ J. Loiacono (.2).	0.4	350.00	15881083
15615	FITE K	LEGAL ASSISTANT	04/09/2014			Prepare final CRO order for submission to Chambers.	0.6	120.00	15861797
13723	BURNS A	ASSOCIATE	04/10/2014			Corr. w/ S. Hightower of ToneyKorf re: format for monthly fee reports, related requirements.	0.1	77.00	15913946
F 15446	JONES S D	PARTNER	04/10/2014			Review of CohnReznick fee statement and related corr. w/ R. Martoken.	0.2	175.00	15865375
13723	BURNS A	ASSOCIATE	04/11/2014			Review OCP materials and related corr. w/ K. Fite (.1); various corr. w/ S. Hightower of ToneyKorf re: monthly fee statements (.1).	0.2	154.00	15913951
15615	FITE K	LEGAL ASSISTANT	04/11/2014			Draft notice of supplement to OCP list (.3); prepare same for filing (.3); prepare OCP affidavits of ParenteBeard and Keightley & Ashner OCP affidavits for filing (.6); prepare and serve CohnReznick March fee statement (.5).	1.7	340.00	15865490
15446	JONES S D	PARTNER	04/11/2014			Corr. w/ K. Fite, H. Ashner re: A&K OCP materials (.1); Review, revise and approve notice of OCP supplement and ParenteBeard materials (.2).	0.3	262.50	15867711
13723	BURNS A	ASSOCIATE	04/21/2014			Review Nixon Peabody monthly fee statement in preparation for service and related corr. w/ S. Jones, K. Fite (.2); t/c w/ S. Dwyer of IMC re: necessary redactions to Nixon Peabody fee statement (.1).	0.3	231.00	15914014
15615	FITE K	LEGAL ASSISTANT	04/21/2014			Review Nixon Peabody March 2014 fee statement re: consistency of redactions.	0.6	120.00	15891374
15446	JONES S D	PARTNER	04/21/2014			Corr. w/ A. Burns re: Nixon Peabody fee statement (.1); Corr. w/ L. Feuerstein re: ParenteBeard OCP paperwork (.2).	0.3	262.50	15881125
15615	FITE K	LEGAL ASSISTANT	04/22/2014			Prepare and serve Nixon Peabody's March 2014 fee statement.	0.4	80.00	15891386
03389	LIPKIN A J	PARTNER	04/22/2014			E-mails with A. Burns re: preference fee estimates (.1); Reviewed CRIZ March fee statement (.1); E-mail with J. Leech re: GDS (.1).	0.3	339.00	15892162
15615	FITE K	LEGAL ASSISTANT	04/28/2014			Review OCP list to confirm Brown Weinraub inclusion/role.	0.1	20.00	15896950

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13723	BURNS A	ASSOCIATE	04/29/2014			Various corr. w/ ordinary course professionals re: upcoming OCP report.	0.5	385.00		15914065
15615	FITE K	LEGAL ASSISTANT	04/29/2014			Begin draft of fifth OCP report.	0.2	40.00		15900965
13723	BURNS A	ASSOCIATE	04/30/2014			Review OCP responses in preparation for quarterly report, related corr. w/ K. Fite.	0.2	154.00		15914085
			04/30/2014			Corr. w/ all potential holders of Fee Claims re: deadline for submission of Fee Claim Estimates pursuant to the plan.	0.4	308.00		15914091
15615	FITE K	LEGAL ASSISTANT	04/30/2014			Update fifth OCP report.	0.7	140.00		15903084
13723	BURNS A	ASSOCIATE	05/01/2014			T/c w/ N. Goodyear of Wilson Elser re: OCP report information (.1); Corr. w/ J. Nicholas of Gordian-Dynamis and A. Logan of Donlin re: estimated fee claims pursuant to the plan (.1); Prepare OCP report for filing (.4).	0.6	462.00		15998934
15446	JONES S D	PARTNER	05/01/2014			Corr. w/ A. Burns re: OCP report.	0.1	87.50		15923370
15621	PETIFORD J	LEGAL ASSISTANT	05/01/2014			Assist with filing of Fifth Quarterly OCP Report.	0.5	100.00		15984575
13723	BURNS A	ASSOCIATE	05/08/2014			Review monthly fee statement and time entries for CohnReznick in preparation for service of same.	0.4	308.00		15998971
15446	JONES S D	PARTNER	05/08/2014			Corr. w/ A. Burns re: filing CohnReznick fee statement.	0.1	87.50		15959739
13723	BURNS A	ASSOCIATE	05/09/2014			Corr. w/ K. Fite re: service of CohnReznick monthly report.	0.1	77.00		15998980
15615	FITE K	LEGAL ASSISTANT	05/09/2014			Prepare and serve CohnReznick's April 2014 fee statement.	0.3	60.00		15935192
03389	LIPKIN A J	PARTNER	05/09/2014			Review W&S April fee statement.	0.2	226.00		16017138
15615	FITE K	LEGAL ASSISTANT	05/12/2014			Review notices of appearance filed on docket to ensure firm conflicts disclosures are up to date.	0.1	20.00		15937020
			05/20/2014			Prepare and serve Nixon Peabody's April fee statement.	0.3	60.00		15957837
15446	JONES S D	PARTNER	05/20/2014			Review proposed redactions to Nixon Peabody fee statement and related corr. w/ W. Kwok, P. Egan, C. Desiderio (.2); related corr. w/ K. Fite (.1).	0.3	262.50		15973375
15615	FITE K	LEGAL ASSISTANT	05/21/2014			Complete service of Nixon Peabody April fee statement.	0.1	20.00		15959071
15446	JONES S D	PARTNER	05/21/2014			Corr. w/ K. Fite re: Nixon Peabody fee statement.	0.1	87.50		15973379

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15615	FITE K	LEGAL ASSISTANT	02/05/2014			Begin review of January monthly billing detail for monthly fee statement (.5); continue review of January monthly billing detail (.9).	1.4	280.00		15797265
			02/06/2014			Complete first round of review of January billing detail.	0.2	40.00		15708495
13723	BURNS A	ASSOCIATE	02/08/2014			Corr. w/ A. Lipkin, S. Jones re: interim fee application deadlines.	0.1	77.00		15768032
			02/09/2014			Draft and update Third Interim Fee Application.	1.3	1,001.00		15768034
			02/10/2014			Review and revise interim fee application (.3); t/c w/ K. Fite re: same (.1); review S. Jones comments to same and incorporate/address (.5).	0.9	693.00		15768036
15615	FITE K	LEGAL ASSISTANT	02/10/2014			Corr. w/ WFG team re: timeline for filing of third interim fee app.	0.2	40.00		15713812
03389	LIPKIN A J	PARTNER	02/10/2014			Revise January fee materials for January fee statement and WFG interim fee application.	0.4	452.00		15724250
13723	BURNS A	ASSOCIATE	02/11/2014			Further revision to fee application and discuss same w/ A. Lipkin (.8); review WFG January monthly statement (.1).	0.9	693.00		15768044
15615	FITE K	LEGAL ASSISTANT	02/11/2014			Draft WFG January 2014 monthly fee statement (.9); corr. w/ A. Burns and S. Jones re: same (.1); prepare same for service (.4); prepare and serve WFG January 2014 monthly fee statement (.3).	1.7	340.00		15797265
03389	LIPKIN A J	PARTNER	02/11/2014			T/c w/ A. Burns re: 3rd interim fee application (.1); <u>Revise January materials for fee statement and 3rd interim fee application (.6); Revise 3rd interim fee application (.5); E-mails w/ A. Burns re: 3rd fee application (.1).</u>	1.3	1,469.00		15724257
13723	BURNS A	ASSOCIATE	02/12/2014			Corr. w/ K. Fite re: updates to interim fee application, disbursement detail (.1); <u>review updated fee application, billing detail, disbursements, related calculations in preparation for filing (.6); Revise and update fee application and related corr. in prep for filing (.5).</u>	1.2	924.00		15768060
15615	FITE K	LEGAL ASSISTANT	02/12/2014			Follow up w/ Accounting re: service of January monthly fee statement (.2); add numbers into draft for third interim fee application and make related edits (.2.6).	2.8	560.00		15713835

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03389	LIPKIN A J	PARTNER	02/12/2014			E-mails with A. Burns re: 3rd interim fee application (.1); Finish reviewing 3rd fee application (.7).	0.8	904.00		15724268
13723	BURNS A	ASSOCIATE	02/13/2014			Further revisions to interim fee application and related corr. w/ K. Fite re: filing prep.	0.9	693.00		15768071
15615	FITE K	LEGAL ASSISTANT	02/13/2014			Prepare WF&G third interim fee statement for filing (1.2); draft letter requesting redactions re: same (.2); prepare letter for filing (.3); prepare and send unredacted service copies for Chambers (.6).	2.3	460.00		15718934
15446	JONES S D	PARTNER	02/13/2014			Approve 3d interim fee application for filing (.1); Related corr. w/ A. Burns, K. Fite (.1).	0.2	175.00		15770448
03389	LIPKIN A J	PARTNER	02/13/2014			Final review of 3rd interim fee application (.4); T/cs, e-mails and confs. w/ A. Burns on 3rd interim fee application (.2).	0.6	678.00		15724280
13723	BURNS A	ASSOCIATE	02/24/2014			Corr. w/ UST and A. Lipkin re: fee objection deadlines.	0.1	77.00		15768151
F 15615	FITE K	LEGAL ASSISTANT	03/06/2014			Review monthly billing detail for inclusion in February monthly fee statement.	1.1	220.00		15871010
			F 03/07/2014			Begin draft of WF&G February monthly fee statement (.3); begin draft reply of WF&G reply to UST objection to third interim fee app (.4); corr. w/ WF&G attorneys re: clarifying time entries marked by UST as "vague" (.7).	1.4	280.00		15782781
F 03389	LIPKIN A J	PARTNER	03/07/2014			Review UST fee objection re: WF&G third interim and exchange related e-mails with K. Fite (.2); Prepare materials re: response to UST fee objection (.2).	0.4	452.00		15809424
F 15615	FITE K	LEGAL ASSISTANT	03/10/2014			Begin draft of reply to UST objection to WF&G interim fee app (.6); work on revisions to time entries for same (.8).	1.4	280.00		15793682
F 15446	JONES S D	PARTNER	03/10/2014			Corr. w/ K. Fite re: preparation of response to UST fee app objection.	0.1	87.50		15821300
F 13723	BURNS A	ASSOCIATE	03/12/2014			Review UST objection to vague time entries and supplement descriptions where possible.	0.3	231.00		15800188
F 15615	FITE K	LEGAL ASSISTANT	03/12/2014			Update attorney revisions to time entries marked as vague by UST in objection to third interim fee app.	0.2	40.00		15793702
			F 03/13/2014			T/cs w/ A. Burns and Accounting re: January fee statement.	0.2	40.00		15793705

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F 15615	FITE K	LEGAL ASSISTANT	03/14/2014			Corr. w/ WF&G team re: timing of next monthly fee statement.	0.1	20.00	15796767
F 03389	LIPKIN A J	PARTNER	03/15/2014			Revise materials re: WFG Feb. fee statement and next interim fee application.	0.8	904.00	15809461
F 15615	FITE K	LEGAL ASSISTANT	03/17/2014			Review A. Lipkin comments to February time detail (.2) and related corr. w/ Accounting (.1); corr. w/ S. Jones and A. Burns re: reply for UST objection to third interim fee app (.2).	0.5	100.00	15799651
F 15446	JONES S D	PARTNER	03/17/2014			Corr. w/ K. Fite re: WF&G response to UST objection.	0.1	87.50	15801404
F 15615	FITE K	LEGAL ASSISTANT	03/18/2014			Work on February 2013 monthly fee statement (.6); update exhibit WF&G reply to UST objection to third interim fee app (.2); t/cs w/ S. Jones re: same (.1).	0.9	180.00	15803744
F 15446	JONES S D	PARTNER	03/18/2014			Revising response to UST objection to fee application.	1.1	962.50	15801408
F 13723	BURNS A	ASSOCIATE	03/19/2014			Review WFG February fee statement in preparation for service of same.	0.1	77.00	15831636
F 15615	FITE K	LEGAL ASSISTANT	03/19/2014			Revise WF&G reply to UST objection to third interim fee apps.	0.7	140.00	15803757
F 15446	JONES S D	PARTNER	03/19/2014			Revise WFG response to UST fee objection (.4); Related corr. w/ K. Fite (.2).	0.6	525.00	15804810
F 13723	BURNS A	ASSOCIATE	03/20/2014			Review final WFG February fee statement.	0.1	77.00	15831640
F 15615	FITE K	LEGAL ASSISTANT	03/20/2014			Prepare and serve WF&G February monthly fee statement (.7); corr. w/ A. Lipkin and S. Jones re: WF&G reply to third interim fee app objections (.2); revise same per A. Lipkin comments (.2); prepare same for filing (.7).	1.8	360.00	15804865
F 15446	JONES S D	PARTNER	03/20/2014			Review and approve WFG February fee statement for service.	0.1	87.50	15818332
F 03389	LIPKIN A J	PARTNER	03/20/2014			Revise and sign off on Reply to UST and DASNY objection to WFG 3rd interim fee application.	0.2	226.00	15826689
F 15615	FITE K	LEGAL ASSISTANT	03/21/2014			Follow up w/ S. Jones and Accounting re: service of February monthly fee statement.	0.2	40.00	15807779
13723	BURNS A	ASSOCIATE	03/25/2014			Corr. w/ E&Y and update proposed fee application order re: agreed-to reduction in expenses (.2); circulate draft order to professionals for review (.4). Related follow up with Garfunkel Wild re: fee reductions requested by UST (.2).	0.8	616.00	15831658

MATTER TIME DETAIL

Run Date & Time: 7/18/2014 1:11:04PM
 Client: 120157 INTERFAITH MEDICAL CENTER
 Matter: 00010 FEE APPLICATION PREPARATION AND DEFENSE
 Currency: USD

Worked 02/01/2014 Thru 05/31/2014
 Billing Partner: LIPKIN A J
 Matter Type: BANKRUPTCY

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Id	Name	Title	Work Date	Task Code	Activity Code	Description	Hours	Agreed Rates Amount	For Acct Only	
									Index	
03389	LIPKIN A J	PARTNER	03/25/2014			Prepare for 3/26 WFG fee hearing and related T/cs w/ A. Burns.	0.1	113.00		15826716
15615	FITE K	LEGAL ASSISTANT	04/04/2014			Begin review of monthly billing detail for use in March 2014 fee statement.	0.4	80.00		15854967
	F		04/07/2014			Continue review of March monthly billing detail.	1.4	280.00		15858516
	F		04/08/2014			Complete review of March monthly billing detail.	0.4	80.00		15859241
	F		04/09/2014			Review revisions to March monthly billing detail.	0.2	40.00		15861794
	F		04/15/2014			Review A. Lipkin edits to March billing detail.	0.4	80.00		15875608
03389	LIPKIN A J	PARTNER	04/15/2014			Review and revise materials for WFG March fee statement and next interim fee application.	0.9	1,017.00		15892114
13723	BURNS A	ASSOCIATE	04/17/2014			Review March fee statement, related corr. w/ K. Fite re: service of same.	0.2	154.00		15913996
15615	FITE K	LEGAL ASSISTANT	04/17/2014			Draft WFG March monthly fee statement.	0.7	140.00		15876504
15446	JONES S D	PARTNER	04/17/2014			Review of April fee statement, approval for filing.	0.1	87.50		15881113
13723	BURNS A	ASSOCIATE	04/18/2014			Review final WFG March fee statement in preparation for service.	0.1	77.00		15914002
15615	FITE K	LEGAL ASSISTANT	04/18/2014			Serve WFG March monthly fee statement.	0.6	120.00		15876548
	F		04/22/2014			Follow up w/ S. Jones and Accounting re: March fee statement.	0.2	40.00		15891384
	F		05/05/2014			E-mails w/ A. Burns and accounting re: estimates for April fees (.2); begin review of April billing detail for use in monthly fee statement (1.0).	1.2	240.00		16028161
	F		05/06/2014			Complete review of April billing detail.	1.2	240.00		15929774
	F		05/08/2014			Review edits to April billing detail.	0.1	20.00		15932890
	F		05/09/2014			Finalize revisions to April monthly billing detail.	0.1	20.00		15935185
03389	LIPKIN A J	PARTNER	05/13/2014			Review and revise April fee materials for monthly fee statement and next fee application.	1.2	1,356.00		15963137
15615	FITE K	LEGAL ASSISTANT	05/15/2014			Corr. w/ A. Burns and Accounting re: April, May fee estimates.	0.3	60.00		15950045
	F		05/16/2014			Begin draft of April monthly fee statement.	0.2	40.00		15951925
13723	BURNS A	ASSOCIATE	05/19/2014			Review WFG monthly fee statement in preparation for service.	0.3	231.00		15999018

MATTER TIME DETAIL

Run Date & Time: 7/16/2014 1:11:04PM
 Client: 120157 INTERFAITH MEDICAL CENTER
 Matter: 00010 FEE APPLICATION PREPARATION AND DEFENSE
 Currency: USD

Worked 02/01/2014 Thru 05/31/2014
 Billing Partner: LIPKIN A J
 Matter Type: BANKRUPTCY

For Acct
Only

Index

Id	Name	Title	Work Date	Task Code	Activity Code	Description	Hours	Agreed Rates	For Acct Only	
									Amount	Index
F 15615	FITE K	LEGAL ASSISTANT	05/19/2014			Finish drafting WFG April fee statement (.6); prepare and serve same (.7).	1.3	260.00		15957815
F 15446	JONES S D	PARTNER	05/19/2014			Corr. w/ K. Fite re: fee statement service.	0.1	87.50		15954922
F 15615	FITE K	LEGAL ASSISTANT	05/27/2014			Follow up w/ S. Jones and accounting re: April fee statement.	0.3	60.00		15971234
TOTAL 120157.00010							42.5	20,512.00		
TOTAL							42.5	20,512.00		

MATTER TIME DETAIL

Run Date & Time: 7/18/2014 1:11:04PM
 Client: 120157 INTERFAITH MEDICAL CENTER
 Matter: 00011 AVOIDANCE ACTION
 Currency: USD

Worked 02/01/2014 Thru 05/31/2014
 Billing Partner: LIPKIN A J
 Matter Type: BANKRUPTCY

Id	Name	Title	Work Date	Task Code	Activity Code	Description	Hours	Agreed Rates	For Acct Only	
									Amount	Index
03389	LIPKIN A J	PARTNER	02/11/2014			Conf. w/ A. Burns re: avoidance actions.	0.1		113.00	15724261
14630	TRICOMI C W	LEGAL ASSISTANT	02/25/2014			Update notice paragraph re: purchase agreement.	0.2		42.00	15762081
03389	LIPKIN A J	PARTNER	✓ 03/24/2014			Work on next round of preference actions.	0.1		113.00	15826705
			04/09/2014			T/c, conferences and e-mails with J. Baum, A. Burns and B. Katz re: preference action list.	0.4		452.00	15892084
			04/10/2014			Review revised preference list for disclosure statement exhibits.	0.1		113.00	15892091
			04/15/2014			E-mails with B. Katz and R. Mariani re: prepetition payments.	0.1		113.00	15892115
15615	FITE K	LEGAL ASSISTANT	04/18/2014			Research re: settlements of preference actions.	0.7		140.00	15878545
03389	LIPKIN A J	PARTNER	05/01/2014			E-mails with A. Burns re: new preference settlements.	0.1		113.00	15958125
			05/02/2014			E-mails with D. Neier re: Foundation preference issues (.1); Review Medline pref. exposure material (.1); E-mails to A. Burns re: retained preference actions (.1).	0.3		339.00	15958134
			05/30/2014			E-mails to A. Burns re: preference action settlement procedures.	0.1		113.00	15995805
TOTAL 120157.00011							2.2		1,651.00	
TOTAL							2.2		1,651.00	

MATTER TIME DETAIL

Run Date & Time: 7/22/2014 2:15:12PM
 Client: 120157 INTERFAITH MEDICAL CENTER
 Matter: 00002 CASE ADMINISTRATION
 Currency: USD

Worked Thru 06/19/2014
 Billing Partner: LIPKIN A J
 Matter Type: BANKRUPTCY

For Acct
Only

Id	Name	Title	Work Date	Task Code	Activity Code	Description	Hours	Agreed Rates Amount	For Acct Only	
									Index	
03389	LIPKIN A J	PARTNER	06/09/2014			E-mails with K. Fite re: Omnibus hearing dates, etc. (.1); E-mails with A. Burns re: 6/9 hearing (.1); Conference and e-mails with A. Burns re: hearing on J. James motion to dismiss (.2); Revise order denying J. James motion to dismiss and discuss with A. Burns (.4).	0.8	904.00		16019825
13723	BURNS A	ASSOCIATE	06/10/2014			Review final version of order denying James motion and corr. w/ K. Fite re: upload of same for entry by Court (.2); Corr. w/ J. James re: same (.1).	0.3	231.00		16090011
15615	FITE K	LEGAL ASSISTANT	06/10/2014			Prepare order re: Julia James motion to dismiss for submission to Chambers.	0.6	120.00		16019380
15446	JONES S D	PARTNER	06/10/2014			Corr. w/ A. Burns re: post-confirmation tasks.	0.1	87.50		16036991
03389	LIPKIN A J	PARTNER	06/10/2014			E-mails with K. Fite and A. Burns re: J. James Order, Notice and upload.	0.1	113.00		16022384
15615	FITE K	LEGAL ASSISTANT	06/11/2014			Circulate docket items, e.g. orders entered re: recent hearings, to WF&G team (.2); review same orders for judge's changes (.2).	0.4	80.00		16023572
03389	LIPKIN A J	PARTNER	06/11/2014			Review order denying J. James motion to dismiss case and Bankruptcy Court changes (.1); Review draft of 9th PCO Report and exchange related e-mails with S. Korf and M. Cyganowski (.2).	0.3	339.00		16034224
15615	FITE K	LEGAL ASSISTANT	06/12/2014			Ensure case calendar is up to date.	0.2	40.00		16024581
			06/13/2014			Review matters for 6/30 hearing.	0.1	20.00		16027260
03389	LIPKIN A J	PARTNER	06/13/2014			Review 9th PCO report as filed and forward to IMC senior management and related e-mails with M. Cyganowski.	0.3	339.00		16034238
13723	BURNS A	ASSOCIATE	06/16/2014			Review case calendar and related corr. w/ K. Fite re: upcoming deadlines.	0.1	77.00		16033601
15615	FITE K	LEGAL ASSISTANT	06/16/2014			Ensure case calendar is up to date and circulate to attorneys (.3); research re: judgment liens (.5).	0.8	160.00		16031611
V 03389	LIPKIN A J	PARTNER	06/16/2014			Review IMC case calendar.	0.1	113.00		16040924
15615	FITE K	LEGAL ASSISTANT	06/17/2014			Research re: judgment liens.	0.5	100.00		16033201
			06/19/2014			Ensure case calendar is up to date.	0.1	20.00		16058016
TOTAL 120157.00002							18.8	10,429.00		

MATTER TIME DETAIL

Run Date & Time: 7/18/2014 1:04:52PM

Client: 120157 INTERFAITH MEDICAL CENTER

Matter: 00009 RETENTION OF PROFESSIONALS - APPLICATION, PREPARATION

Currency: USD

Worked Thru 06/30/2014

Billing Partner: LIPKIN A J

Matter Type: BANKRUPTCY

For Acct
Only

Id	Name	Title	Work Date	Task Code	Activity Code	Description	Hours	Agreed Rates	Amount	Index
										Index
15615	FITE K	LEGAL ASSISTANT	06/09/2014			Review notices of appearance filed on docket to ensure firm conflicts disclosures are up to date.	0.1		20.00	16018594
						Procure outside professionals' fee statements.	0.1		20.00	
						Update files re: fee statements received from outside professionals.	0.4		80.00	
03389	LIPKIN A J	PARTNER	06/17/2014			Review PCO and his counsel (Trauring) May fee statements.	0.1		113.00	16043798
13723	BURNS A	ASSOCIATE	06/18/2014			Review CohnReznick fee statement for May and related corr. w/ K. Fite re: service of same.	0.3		231.00	16042032
F 15446	JONES S D	PARTNER	06/18/2014			Corr. w/ A. Burns re: CohnReznick May fee statement.	0.1		87.50	16042231
F 15615	FITE K	LEGAL ASSISTANT	06/19/2014			Prepare CohnReznick May fee statement for service.	0.3		60.00	16058021
F 13723	BURNS A	ASSOCIATE	06/20/2014			Review Nixon Peabody monthly fee statement for May and related corr. w/ Nixon (.1), review revised Nixon statement (.1). Coordinate service of both fee statements w/ K. Fite (.1).	0.3		231.00	16042041
F 15615	FITE K	LEGAL ASSISTANT	06/20/2014			Prepare and serve Nixon Peabody May fee statement (.3).	0.3		60.00	16103955
F 15446	JONES S D	PARTNER	06/20/2014			Corr. w/ A. Burns re: Nixon Peabody fee statement (.1).	0.1		87.50	16103966
13723	BURNS A	ASSOCIATE	06/25/2014			Corr. w/ all professionals re: submissions of applications for final fee claims.	0.2		154.00	16090026
			06/27/2014			Corr. w/ S. Hightower of ToneyKorf re: its final fee statement and review of draft of same (.7).	0.7		539.00	16099598
15446	JONES S D	PARTNER	06/30/2014			Corr. w/ H. Ashner re: OCP cap (.2).	0.2		175.00	16077701
TOTAL 120157.00009							3.2		1,858.00	
							TOTAL	3.2		1,858.00

MATTER TIME DETAIL

Run Date & Time: 7/18/2014 1:04:52PM
 Client: 120157 INTERFAITH MEDICAL CENTER
 Matter: 00010 FEE APPLICATION PREPARATION AND DEFENSE
 Currency: USD

Worked Thru 06/30/2014
 Billing Partner: LIPKIN A J
 Matter Type: BANKRUPTCY

For Acct
Only

Id	Name	Title	Work Date	Task Code	Activity Code	Description	Hours	Agreed Rates Amount	Index
									Index
F 15615	FITE K	LEGAL ASSISTANT	06/06/2014			Begin review of May 2014 monthly billing detail to ensure conformity w/ UST guidelines.	0.7	140.00	16016634
						F 06/08/2014 Continue review of billing detail in preparation for May monthly fee statement.	1.2	240.00	
						F 06/09/2014 Complete review of May monthly billing detail.	1.0	200.00	
03389	LIPKIN A J	PARTNER	06/09/2014			E-mails with K. Fite and A. Burns re: 4th interim fee application and final fee application.	0.1	113.00	16019830
F 15615	FITE K	LEGAL ASSISTANT	06/10/2014			Prep May billing detail for filing.	0.1	20.00	16019375
						F 06/11/2014 Review A. Lipkin comments on May fee statement material.	0.1	20.00	
F 03389	LIPKIN A J	PARTNER	06/11/2014			Review and revise May fee materials for monthly fee statement and final fee application and for case management.	1.1	1,243.00	16034230
F 15615	FITE K	LEGAL ASSISTANT	06/12/2014			Further revise May monthly billing detail per A. Lipkin comments.	0.4	80.00	16024581
						F 06/16/2014 Review final billing detail for use in May 2014 fee statement (.4); draft May fee statement (.3).	0.7	140.00	
13723	BURNS A	ASSOCIATE	06/17/2014			Corr. w/ K. Fite re: final fee app preparation and timing.	0.1	77.00	16033615
F 15615	FITE K	LEGAL ASSISTANT	06/17/2014			Complete draft of May 2014 fee statement (.4); t/c and e-mails w/ A. Cannon re: final fee app (.2).	0.6	120.00	16033206
F 13723	BURNS A	ASSOCIATE	06/19/2014			Review WFG May fee statement and WIFPs in preparation for service of same.	0.4	308.00	16042037
F 15615	FITE K	LEGAL ASSISTANT	06/19/2014			Update WFG May fee statement (.6); prepare and serve same (.5); draft of WFG final fee application (1.3).	2.4	480.00	16058015
F 15446	JONES S D	PARTNER	06/19/2014			Approve WFG May fee statement for service.	0.1	87.50	16077685
F 13723	BURNS A	ASSOCIATE	06/20/2014			Review final WFG monthly fee statement for May for service of same (.2).	0.2	154.00	16103954
15615	FITE K	LEGAL ASSISTANT	06/20/2014			Update interim fee app draft and e-mail A. Burns re: same.	0.4	80.00	16058034
						Continue drafting WFG final fee application (1.4).	1.4	280.00	
03389	LIPKIN A J	PARTNER	06/23/2014			T/c w/ A. Burns re: WFG final fee application.	0.1	113.00	16047985
14526	CANNON A W	ASSOCIATE	06/24/2014			Draft employee/benefits section of final fee application.	0.5	362.50	16090025
13723	BURNS A	ASSOCIATE	06/26/2014			Draft final fee application.	0.8	616.00	16090027